

April 30, 1892.

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LONDON, APRIL 30, 1892.

CURRENT TOPICS.

LORD JUSTICE BOWEN, on the first day of the sittings, made his appearance in court for a short time, but has since been unable to attend in consequence of a severe cold. It is, however, hoped that he will be able to take his seat on Monday next. During his absence Lord COLERIDGE has been sitting in Appeal Court No. 2.

IN THE CASE of *Evans v. Evans* (reported *ante*, p. 425) the short point was, whether a limitation in a deed to "A. for life without impeachment of waste, with remainder to the use of such person or persons as at the decease of A. shall be his heir or heirs-at-law, and of the heirs and assigns of such person or persons," conferred an estate for life or an estate in fee simple on A. Mr. Justice KEKEWICH (W. N., 1892, p. 11) decided that the case was governed by *Fuller v. Chamier* (L. R. 2 Eq. 682); that the rule in *Shelley's case* was applicable, and that A. took the fee simple. This decision created some excitement among conveyancers, as, if correct, it shewed that the common form, 4 Davidson's Precedents, 450, note (d), used for giving the fee simple to the person who happens to be the heir-at-law of a testator at a particular time was erroneous. Happily the Court of Appeal took a different view, and held that A. took for life only. Our readers should study the luminous judgment of Lord Justice LINDLEY, explaining the rule in *Shelley's case*, which we hope shortly to discuss at length.

THE COURT of Appeal decided on Wednesday, in the case of *Rogers v. Rice* (reported elsewhere), that, under subsection 2 of section 14 of the Conveyancing Act, 1881, relief against the forfeiture of a lease for breach of covenant cannot be granted if the lessee's application is not made until after the lessor has recovered possession of the demised premises in respect of the breach. The application must be made while the lessor is still proceeding to recover possession; if it is made after the proceeding has been successfully terminated, it is too late. Sub-section 2 provides that "where a lessor is proceeding, by action or otherwise, to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the court for relief; and the court may grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances, thinks fit." These words could hardly, we think, admit of any other construction, but the point appears not to have been previously raised for actual decision. In *Quiller v. Mapleton* (26 SOLICITORS' JOURNAL, 529, 9 Q. B. D. 672) the late Sir GEORGE JESSEL and Lords Justices LINDLEY and BOWEN seem to have treated it as a matter of course that this was the meaning of the sub-section, but in that case the point did not really arise, because the application for relief was made by the lessee in the lessor's action to recover possession, which was still pending. In the present case the lessor had recovered possession before the application for relief was made, and, consequently, the opinion expressed by the court in *Quiller v. Mapleton*, which amounted then only to a *dictum*, has now acquired the form of a judicial decision.

WE PRINT elsewhere the new winding-up rules, which come into force on May 6th. We have already stated the substance of them (*ante*, p. 407), but it may be convenient if we again call attention to the principal changes which they introduce. The procedure will still be governed in most matters of detail by the rules of 1890, and the present rules are to be construed with, and deemed to form one set of rules with, them (rule 37). The fundamental change, of course, is that the jurisdiction of the High Court will now be exercised by Mr. Justice VAUGHAN

WILLIAMS instead of by the judges of the Chancery Division; and the duties hitherto performed by the chief clerks and registrars of that division will be performed by the "registrar" as now defined. Under rule 35 (1) the expression includes any of the registrars in bankruptcy, and "any person who shall be appointed to fill the office of registrar" under the rules. But, by rule 2 (1), all winding-up business is to be attached to one or more of the registrars, and for the present apparently it will be under the control of Mr. EMDEN, the specially appointed registrar. This, however, is subject to the provision of rule 2 (2), that every other registrar may act for the registrar to whom the business is attached. The judge and the registrar being thus appointed, it is important to notice to what extent they will attract to themselves pending proceedings. This is settled by rule 1. Under this the new rules apply to all winding-up proceedings where the petition to wind up or to continue a voluntary winding up under supervision has been presented, or an application in a voluntary winding up has for the first time been made, on or since the 1st of January, 1891. This, it will be noticed, is the date on which the Companies (Winding-Up) Act, 1890, and the rules of 1890 came into force. But the judge before whom any such proceedings are pending when the present rules come into operation may, if he thinks it expedient, retain them. And, in addition to the ordinary business in winding up, rule 14 enables Mr. Justice VAUGHAN WILLIAMS to exercise the power of R. S. C., 1883, ord. 49, r. 5, and order the transfer to himself of any cause or matter pending in any other court or division brought or continued by or against the company. This, however, is subject to the important qualification that the rule is not to authorize the transfer of any action by a mortgagee or debenture-holder for the purpose of realizing his security, nor the transfer of any action which is not brought to enforce payment of a debt or demand provable in the winding up.

OCCASION IS NOW TAKEN to state somewhat more explicitly than was done in the rules of 1890 the business which is to be heard by the judge in open court. By rule 3 (1) this includes (a) petitions; (b) appeals from the Board of Trade and the official receiver to the High Court; (c) applications by the Board of Trade under section 15 of the Act of 1890; (d) applications for committal for contempt; and finally (e) such matters and applications as the judge may from time to time, by any general or special orders, direct to be heard before him in open court. But examinations under section 115 of the Act of 1862 of any officer of the company or person suspected of having in his possession any of the property of the company, or supposed to be indebted to the company, or considered capable of giving information about the business or property of the company, will, unless the judge otherwise directs, be held before the registrar in chambers. All other business, except public examinations directed under section 8 of the Act of 1890, will be taken in chambers, and the registrar, acting under the general or special directions of the judge, is empowered to deal with it. As to public examinations, a step is taken in the right direction. By rule 26 they are to be held before the judge, and it may be assumed that this is the course which is intended to be generally adopted. But the judge is empowered to delegate them in whole or in part to the registrar or to any of the persons specified in sub-section 9 of the last mentioned section. In such a case, however, where the registrar or other person so conducting the examination is of opinion that it is being unduly or unnecessarily protracted, he may adjourn any part of it to be held before the judge. It is to be hoped that this provision will check the tendency to lengthy examinations which has already become noticeable. In matters of detail there are not any very considerable changes. The rules of February, 1891, are annulled, but the bulk of them (rr. 1 to 7) are reproduced in rules 18 to 24. By rule 25 resolutions at meetings of creditors and contributories held under the Act of 1890 are to be deemed to be passed when a majority in number and value of the creditors and contributories respectively have voted in favour of it. This is made to apply to contributories by providing that the value of a contributory shall be determined by the number of votes conferred upon him by the regulations of the company. The rule replaces rule 53 of the rules of 1890, by which section 91 of the Act of 1862 had been

made to apply. It should be noticed that by rule 28 the registrar is placed in the position of a general taxing master, and no payments in respect of bills or charges of solicitors, managers, accountants, brokers, or other persons are to be allowed out of the assets of the company without proof that they have been considered and allowed by that official.

UNDER THE Local Registration of Title (Ireland) Act, 1891, a semi-compulsory system of registration of title and land transfer came into operation in Ireland at the commencement of the present year. The system is compulsory only in the case of State-assisted tenant-purchasers; with regard to all other land-owners recourse to it is voluntary. It is interesting to observe that, three months after the Act has come into operation, Mr. MADDEN, the Irish Attorney-General, has thought it necessary to issue a pamphlet, explaining for the benefit of laymen the nature and history of the system embodied in the new Act. One may surmise, from the fact that the author of the Act considers this course necessary, that the landowners of Ireland have not hitherto manifested much eagerness to avail themselves of the new system. At the same time we ought, in justice to Mr. MADDEN, to say that he is the very reverse of a "faddist," determined by hook or by crook to force his scheme on an unwilling public. He speaks very frankly and sensibly on the subject, admitting that time alone can answer the inquiry how far the Act will be adopted by purchasers; that the experience of the English Acts is unfavourable, and that even in the case of tenant-purchasers the process of adoption of the Act must be a gradual one. His account of the history and provisions of the measure is uncommonly clear and interesting, and suggests some reflections on the differences which exist between the history and provisions of the Irish Act and those of Lord HALSBURY's proposals. In the first place, during the two years which elapsed between the circulation of the Irish Bill and its passing into law, it was submitted for examination and suggestions to members of the Irish bench and bar, to the Irish Incorporated Law Society, to representatives of the Clerks of the Crown and Peace, and to officials in the existing registries in England and Ireland. The course pursued with regard to Lord HALSBURY's Bill was described by us in 1890 as follows: "We believe we are correct in saying that, not only has no advice been sought, or suggestion asked, from the body [the English solicitors] most practically conversant with land transfer, but, if rumour is correct, the request of their representatives for a conference for calm statement and discussion on the subject of the forthcoming Bill has been peremptorily rejected." In the next place, in the Irish Act the title of the registered owner is made unimpeachable, and the provisions of the English Bill for compensation of an evicted registered owner from the insurance fund are thrown overboard, as are also the provisions for registration of qualified and possessory titles. The result is that the Irish Act is comprised in ninety-five sections, while, as Mr. MADDEN drily remarks, "One of the latest of the Australasian systems, so much praised for their simplicity, required a statute containing more than two hundred sections for its development." Again, the working of the Irish system is placed under the control of the land judge—an official necessarily familiar with conveyancing and land law. And finally, an owner of registered land is enabled, if he pleases, at any time to revert to the old system; as to this Mr. MADDEN, with his accustomed frankness, remarks: "If I were a landowner, inclined to register under the Act, I should be more disposed to try the experiment if I were assured that the step was not irrevocable, but that I could revert to the old system, by a cheap and simple process, if experience should determine me in its favour."

AN INTERESTING, but as it seems to us somewhat doubtful, decision has been given by CHARLES, J., in *The English and Scottish Investment Co. v. Branston* (reported elsewhere) on the effect of the clause now commonly introduced into debentures whereby the company is prohibited from creating any charge in priority to the debentures. Without such restrictive words it is well settled that the debentures constitute only a floating charge upon the property of the company for the time being, but do not interfere with

transactions whereby specific parts of the property are dealt with. "It would be a monstrous thing" said JESSEL, M.R., in *Re Colonial Trusts Corporation* (15 Ch. D., at p. 472), "to hold that the floating security prevented the making of specific charges or specific alienations of property, because it would destroy the very object for which the money was borrowed, namely, the carrying on of the business of the company." Accordingly the security does not in general attach definitely to the company's property until a winding up has commenced, or proceedings have been taken for the appointment of a receiver: *Wheatley v. Silkstone Coal Co.* (33 W. R. 797, 29 Ch. D. 715), *Hubbuck v. Helmes* (35 W. R. 574). This, however, is subject to any special terms contained in the debenture. Thus it may be made to attach so soon as the company has made default in payment of principal or interest: *Re Horne to Hellard* (29 Ch. D. 736). And so too where, under the words in question, the company is not to be at liberty to create any charge having priority to the debenture, a subsequent incumbrancer of specific assets, taking with notice of this restriction, cannot rely upon the above cases and claim such assets in priority to the debenture-holders. In the present case the question was whether the specific mortgagee, who had actual notice of the debentures, was affected with constructive notice of their contents, and CHARLES, J., held that he was not. His solicitor had inquired whether the debentures would interfere with the security, and, being informed that they would not, was satisfied with this reply and did not require to see them. He stated that he had never seen a debenture with the restrictive clause. CHARLES, J., held that he had not been guilty of gross negligence, and so far as the doctrine of constructive notice is founded on the existence of such negligence (see *per Lord CRANWORTH in Ware v. Lord Egmont*, 4 De G. M. & G., at p. 473) the purchaser was not affected by it. But we submit that this is hardly the correct manner in which to approach the subject. It may be that constructive notice is founded upon negligence, but this is negligence of a special kind, namely, the omission of a duty to make proper inquiries, and the extent of such inquiries under certain circumstances is well settled. Where a party has actual notice of a deed, it is his duty to examine the deed, and if he fail to do so, the court binds him with constructive notice of its contents. For this purpose, indeed, the deed must be one which necessarily affects the title, and so a purchaser who is informed that the vendor has executed a marriage settlement may rest satisfied with the assurance that it does not include the land in question: *Jones v. Smith* (1 Hare, 43). And CHARLES, J., relied upon this distinction, as well as upon the absence of gross negligence. The debentures, he said, did not necessarily affect the title. But this seems to be hardly correct. They created at least an inchoate right in the company's property, and whether they in fact left it open to the company to deal with the property was a matter, although the solicitor may not have known it, to be determined by their actual form. The case seems, indeed, to resemble *Patman v. Harland* (29 W. R. 707, 17 Ch. D. 353), where JESSEL, M.R., held that, if a deed forms part of the chain of title, no representation that it does not in fact offer any impediment to the transaction in hand can excuse the party from looking at it. A company which was selling real estate would hardly be justified in keeping debentures off the abstract.

ANOTHER POINT of some importance was decided in the same case. The Electrical and Engineering Corporation (Limited) had issued debentures covering their whole undertaking and property, and containing the above restriction upon the creation of prior charges. A fire having occurred on certain premises belonging to them, a sum of about £2,000 became payable by an insurance office, and upon the security of this they borrowed money from the English and Scottish Investment Co. The sum due from the office was assigned by the corporation to the company, and the latter duly gave notice of the assignment to the office. No notice of their claim had been given by the debenture-holders, who were represented in the action by the defendant BRANSTON, and upon this ground the plaintiff company claimed, and were allowed, priority. It was argued on behalf of the debenture-holders that a subsequent assignee of a *chase in action* only acquires priority by notice in consequence of the

negligence of the first assignee in omitting to give notice, and that where the omission does not arise from negligence on the part of the first assignee, then he is not to be postponed. In the present instance, it was said, the debenture-holders did not know of the existence of the insurance fund, and, therefore, could not be charged with negligence in not giving notice to the office. But CHARLES, J., held that the first assignee is postponed, not for his negligence, but because he has failed to complete his title, and this seems to be the correct view. It is true that in *Dearle v. Hall* (3 Russ. 1) Sir THOMAS PLUMER, M.R., laid stress on the circumstance that the first assignee had been negligent, and that by this negligence the property had remained in the power of the assignor so as to enable him to dispose of it over again. But still more stress was laid upon the fact that the title was not complete until possession had as far as possible been taken. In this respect, perhaps, the reasoning was not altogether satisfactory, seeing that it was based on the assumed necessity for the delivery of possession in every transfer of personal property. A certain confusion seems to have prevailed between this and the effect of "apparent ownership" under the bankruptcy laws, and hence *Ryall v. Rowles* (1 Ves. sen. 348) was regarded as being in point. But no harm has been done by the confusion, and, if the rule is not true of personal property generally, the assignee of a *chase in action*, at any rate, does not obtain a title as against the world in general until he has taken possession, and this he does by giving notice to the holder of the fund. "The act of giving the trustee notice," said Lord LYNDHURST (3 Russ., at p. 58), "is, in a certain degree, taking possession of the fund; it is going as far towards equitable possession as it is possible to go." Hence, in the present case, whether the debenture-holders had been negligent or not, the plaintiff company had completed its title first, and on this ground was entitled to priority.

MANY OF OUR READERS will have heard with great regret of the death of Mr. DECIMUS STURGES, of Lincoln's-inn, which occurred at Leamington on Wednesday last. He had a severe illness some time ago, but had apparently recovered, and was at work until near the close of the last sittings. He was a man of great ability, and a sound lawyer, with a tenacious grasp of principle; and with those qualifications and a considerable practice, it was perhaps a matter of some surprise that he never aspired to a silk gown. His character was eminently generous, chivalrous, and high-minded, and earned him great popularity among his colleagues at the bar. Some years ago he was an occasional contributor to the columns of this journal, and his contributions were always characterized by the grasp of principle and broad and common sense views which marked all his work.

A COURT OF FIRST AND FINAL APPEAL.

In an article entitled "The Reform of Legal Administration," contained in the current number of the *Law Quarterly Review*, Mr. Snow has referred to a suggestion of mine that in the case of every action in which an appeal is entered, either party should be entitled to demand that the whole case should be there and then determined finally and conclusively without the possibility of any further appeal. Mr. Snow's reference to my proposal was necessarily restricted to a short outline sketch, and I readily avail myself of the opportunity afforded me by the editor of this journal to explain it more fully.

Before any proposal to materially alter our existing system of legal procedure can be entertained, I am well aware that there are two requirements which must be met. The necessity for it must be shewn, if it has not already made itself felt; and the feasibility of it must be proved by demonstration.

The necessity for reducing the number of appeals has already found expression in the terms of the commission issued to the Judges' Committee appointed to inquire into the working of the Judicature Acts and Rules. But it is not a mere reduction of the number of appeals which is aimed at by my proposal. It is that where both parties desire it there shall be only one hearing and no appeal; and that there shall be one appeal, and one only, wherever either of the parties desires to prevent a further

appeal. Some good reason must no doubt be given for such a new departure as this. Before attempting to meet this requirement let me guard my proposal from misapprehension on one all-important point. It does not aim at any interference whatever with the constitution of the House of Lords as the highest court of final appeal in the realm, except that in practical working its effect may be to withdraw some of the English appeals which now come before that assembly—possibly all of them. But it will only enable litigants to do this. It will not compel them to do so.

One of the great reasons which may be urged in favour of establishing a Court of First and Final Appeal is that the existing system is driving away business from the court. Why, for example, have commercial cases almost left our courts? It would, perhaps, be dangerous to attempt to answer this difficult question. But it may be permissible to inquire, by way of enlightenment, how these cases are decided now that they have left the High Court. They are decided by arbitration. Are we to conclude, then, that their withdrawal from the High Court is due to lack of confidence in our judges? Such a conclusion would probably be altogether wide of the mark. What other difference, then, exists? Why, this very striking difference. The arbitrator's decision is final. Two commercial men, or firms, therefore, launched on a dispute with one another have two alternatives to choose from. They can either let their differences be determined finally and speedily by an arbitrator, or they can face an action at law with the knowledge that before finality can be reached the case may drag its weary and costly length through appeal after appeal until some two years later the House of Lords decides it. To lose finally and quickly is often a better prospect for a commercial man than the risk of having to pay ruinous costs, and incur delay which may be even more ruinous. It may be said that if arbitration works advantageously in the settlement of trade disputes it is better that such disputes should not come into court. But what if commercial men have been driven to adopt the arbitration method of settling their disputes because the alternative offered by the High Court is inherently bad on account of the fact that finality is placed in the extreme distance? Surely that is a good reason for bringing finality within easy reach of every suitor, if that can be done with advantage and without great difficulty or fundamental change. Commercial men are by no means the only people who dread our system of interminable and costly appeals. All suitors dread it, and we do not, surely, want to drive all suitors away from our courts.

In the following plan I presuppose the abolition of Divisional Courts as courts of intermediate appeal:—

- (1) In any cause or matter brought before the Court of Appeal either the appellant or respondent may *as of right*, and after notice to the other side, enter the same as a final appeal.
- (2) Either party to an appeal so entered as a final appeal may, in like manner, require that the same shall be heard by not less than five judges. In the absence of a demand from either party that the same be heard by five judges, such final appeal shall be heard by three judges.
- (3) A requisition for a court of not less than five judges shall bear a special fee (to be prescribed), and such fee shall be borne and paid by the party making such requisition, irrespective of the result of the trial: Provided that, if the court shall certify that the case was a proper one to be tried by not less than five judges, such special fee shall be allowed on taxation as costs in the cause.
- (4) All Lords of Appeal in Ordinary, and peers of Parliament having held high judicial office, and all judges of the Court of Appeal shall be liable to be called upon by the Lord Chancellor to sit as judges of the Court of Appeal on the hearing of final appeals, and when so sitting shall constitute a Court of First and Final Appeal.
- (5) A Court of First and Final Appeal consisting of five judges shall be in the same position with respect to all previous judgments and precedents cited before it as the House of Lords would have been had such judg-

ments and precedents been there cited on the hearing of an appeal from the Court of Appeal.

Commercial Cases.

- (6) In every cause or matter set down for trial either by a judge with a jury or by a judge without a jury, the parties thereto may, by consent in writing signed by them or their solicitors, and filed with the record, agree that the judgment and verdict therein shall be final and conclusive as between the parties; and thereupon the cause or matter shall be entered for first and final hearing, and there shall be no appeal from the judgment therein, or from any decision of the judge upon the trial thereof, and no motion shall lie to set aside the verdict of the jury therein. Provided that, if the case is tried with a jury, the judge may, if he shall think fit, refuse to enter judgment in accordance with the verdict of the jury, and either party shall be at liberty to appeal to the Court of Appeal against such refusal of the judge. On the hearing of such appeal the Court of Appeal shall have power to draw inferences of fact, and to give any judgment and make any order which ought to have been made, and to make such further or other order as the case may require, and its decision shall be final.
- (7) Wherever the parties to an action are agreed as to the facts, they may, immediately after the issue of the writ, concur in stating such facts in the form of a special case, and may thereupon proceed to trial upon the facts so stated.
- (8) An action by special case as in (7) mentioned may be set down for hearing before a judge without a jury, and such judge shall have power to examine the parties to the action and their respective witnesses and to order the production before him of all books, deeds, papers, and writings in their, or either of their, custody or power relating to the matters in question, and to direct any fact or facts not stated in the special case to be proved before him; and his judgment shall be final and conclusive, and there shall be no appeal therefrom.
- (9) Either party to an action by special case as in (7) mentioned may, after notice to the other side, require that the same be heard by the Court of Appeal instead of by a single judge, and the same shall be so heard by three judges of the Court of Appeal, who shall have all the powers, &c. (as in (8) mentioned), and whose judgment shall be final and conclusive, and there shall be no appeal therefrom.
- (10) A requisition demanding that an action by special case be heard by the Court of Appeal shall bear a special fee (to be prescribed), and such fee shall be borne and paid by the party making such requisition irrespective of the result of the trial: Provided that if the court at the hearing shall certify that the case was a proper one to be tried by the Court of Appeal, instead of by a single judge, such special fee shall be allowed on taxation as costs in the cause.

That is the proposal. I do not profess to have supplied all the necessary details. I have simply endeavoured to give a clear indication of the main object of my suggestion. As regards the part headed "Commercial Cases," I have used that heading as an explanation merely of the purpose of that portion of the plan, not as in any way limiting its operation to commercial cases. I am persuaded that with a strong judge to preside over a special list of commercial cases (Mr. Justice MATHEW, for example), and a simple and rapid mode of procedure towards a final decision, commercial business would come back to the courts. My plan is, in effect, a system of judicial arbitration by agreement, and without appeal.

As to the first part of the above proposal, it may be said that it is only an indirect way of depriving the House of Lords of its appellate jurisdiction so far as England is concerned. My answer to that is that it does not touch the appellate jurisdiction of the House of Lords at all. It merely gives parties to legal proceedings in England the option of doing without the House of Lords. If they exercise that option so freely that no English

appeals go to the House of Lords, it will only shew that the plan proposed is completely successful, and was greatly needed. After all, the appellate jurisdiction of the House of Lords exists solely for the benefit of suitors, and if they prefer to do without it they ought to have the option of doing so.

On the other hand, it may be said that so few English appeals go to the House of Lords that it is not necessary to make special provisions which would only affect comparatively few persons. But my whole point is that the absolute right which now exists for either party to an action to carry the case to the House of Lords stands like a bold notice-board warning all people of substantial means who come into conflict with one another in business relations to keep away from the courts altogether. That notice-board stares them in the face, and bids them beware of bringing their dispute to the court to determine, because, however strong their case may be, the action may be forced by their opponents through three successive appeals up to the House of Lords. The fact of there being few English appeals to the House of Lords, therefore, only seems to tell me that the best class of business is being lost, and the best class of litigants are being kept away by fear of consequences, and this seems to emphasize the necessity for some such change as I have sketched.

But it may be said that the party to the action who did not set the first appeal down as a final appeal would, under the proposed arrangement, be deprived by the act of his opponent of his constitutional right to appeal to the House of Lords. His opponent, by setting the case down as a final appeal, would have barred him, possibly against his wish, from carrying the appeal higher. This is no doubt true, but his interests would still be absolutely protected. He could not go to the House of Lords, but he could require, *as a matter of right*, that the appeal should be heard by a court of equal strength and ability, and with all the powers and freedom of the House of Lords; only, if the case was not of sufficient difficulty and importance to require the services of more than three judges, he would have to pay for the luxury of having five, whether he won or lost the case.

I have answered three possible objections to my plan. Let me try and picture the great advantages which would result from it. In the first place, the existing idea that "going to law" is equivalent to embarking on a dangerous voyage of uncertain duration would cease to exist. An intending suitor could look forward with certainty to a prompt and final determination of his case. One does not need to be a lawyer to realize the force of such a fact as this: that by consent of parties the original hearing of a case may be made final and conclusive; that in the absence of such consent either party can prevent the other from appealing more than once; and that such first and final appeal would be decided within two or three months after the original hearing. The whole community would know that in the Supreme Court a businesslike and economical promptitude and decisiveness had taken the place of a system of costly delays and successive appeals from one tribunal to another, stretching away into the undefined future. It would be rash to say that the proposed change would bring commercial cases back to the High Court, because a trade lost is never easily regained. There is reason to hope, however, that it would even do that. At any rate, it would, I am persuaded, bring home to the mind of the public at large a truth which they do not at present realize—viz., that our system of civil procedure exists for their benefit, to enable them to obtain justice with as little delay and as little expense as possible. The prevailing impression, which appears to be steadily deepening as time goes on, is that the Judicature Acts and Rules have failed to expedite and cheapen the administration of civil law, and that it is as tardy and as costly as it was before those great measures of reform were passed. The impression is undoubtedly erroneous, but that it exists will hardly be denied, and that its existence is mainly owing to the established system of successive appeals is more than probable.

In conclusion, it may be well to point out that all the materials requisite for the proposed change already exist. The abolition of Divisional Courts would enable the Court of Appeal to be strengthened without the appointment of additional judges, and the proposed utilization on the hearing of final appeals in the

Court of Appeal of the services of some of those judges who at present sit in the House of Lords would furnish the additional judicial strength required. We have recently had a most signal proof of the great advantage which may result from the presence in our Court of Appeal of a judge imported from the House of Lords. I am only stating what is generally admitted when I say that the presence of Lord HERSCHELL in the Court of Appeal during Lord Justice BOWEN's illness gave universal satisfaction. I merely mention this well-known fact to shew that there is no real difficulty in the way of utilizing the services of ex-Lord Chancellors and Lords of Appeal in Ordinary for the disposal of a list of final appeals to the Court of Appeal.

FRANCIS A. STRINGER.

THE LAW OF "EVIDENCE IN SHORTHAND."

In view of the perplexity and discussion—lay, forensic, and judicial—to which the subject is at present giving rise, a brief examination of the law relating to "evidence in shorthand" may be neither uninteresting nor uninstructive. It is thought that the following propositions accurately represent the effect of the authorities:

1. The taxing master has no authority to allow, *in a taxation between party and party*, the costs of employing shorthand writers to take notes of the evidence on the trial or of copies of such notes, unless specially directed by the judge (*Kirkwood v. Webster*, 1878, 9 Ch. D., at p. 240),^{*} and an agreement between the solicitors to share the expense of a shorthand writer does not make that expense part of the costs of the action; it is a mere arrangement for saving expense, and leaves the case on the same footing as if each party had employed his own shorthand writer (*Ashworth v. Outram*, 1878, 9 Ch. D., at p. 456).

2. The "special direction"† above referred to must be applied for immediately after judgment is delivered, or, at any rate, before the order is drawn up (*Hill v. Managers of Metropolitan District Asylum*, 1880, 43 L. T. 462),‡ partly because the facts are then fresh in the minds of the judges and the question whether the costs of shorthand notes should be allowed can be satisfactorily determined, partly because the court has no authority to alter its final orders except in cases where a slip order may properly be made (*Glasier v. Rolls*, 1890, 62 L. T. 360).

3. Neither a judge nor a taxing officer, under R. S. C., 1883, ord. 65, r. 27 (25), has jurisdiction to *order adversely* that a shorthand writer shall be employed (*Re Hilleary and Taylor*, 1887, 36 Ch. D. 262). This rule does not, of course, collide with the decisions which affirm the right of the judge to give special directions as to the *allowance* of the costs of shorthand notes of evidence.

4. The costs of shorthand notes of evidence will not be allowed either in the High Court or in the Court of Appeal unless under special circumstances. It is submitted that no arbitrary distinction between the practice of the High Court and that of the Court of Appeal in this matter (*cf. Annual Practice*, 1882, p. 1022) ought to, or indeed can, be drawn.

Illustrations.—(1) In *Lea Conservancy Board v. Button* (1878, 12 Ch. D. 383), an action affecting the rights of adjacent owners in the river Lea, the evidence lasted for four days; and the case was one of great difficulty and importance. Shorthand notes of the *vivæ voce* evidence were taken. MALINS, V.C., allowed the costs of these notes. "My reason," said his lordship, "is this, that it is a very long case. My notes are very full, and I hope correct; but in some cases, knowing that shorthand notes were being taken, I have referred to them, because it would be impossible for me to take down the whole of the evidence." This was a reasonable exercise of judicial discretion, whether the Vice-Chancellor's object was to take full notes for

* Prior to this decision the practice seems not to have been clearly settled (see per FRY, J., *ubi sup.*, at p. 242).

+ The question what will constitute a "special direction" does not appear to have received much judicial consideration. In *Nelson v. Hamilton* (1888, 57 L. T. 648) BACON, V.C., had allowed the defendants their "costs, charges, and expenses." Query per COTTON, L.J., whether this was "a special direction."

‡ And *cf. Earl de la Warr v. Miles* (1881, 19 Ch. D. 90). The costs of the shorthand writer's notes of the judgment in the court below are allowed, without special application in the court below (*Re Morgan*, 1887, 33 Ch. D., at p. 501).

the purpose of arriving at his own decision, or whether, as seems more probable, he had the certainty of an appeal in view. (2) If the preceding case had turned chiefly on a point of law, and had not involved any minute questions of fact, the allowance of shorthand notes of evidence would have been wrong (*cf. Glasier v. Rolls, ubi sup.*). (3) W. sued the Great Western Railway Co. for negligence. At the trial shorthand notes of the evidence were taken. Judgment was given for the plaintiff. A rule *nisi* for a new trial, on the ground that the verdict was against the weight of the evidence, was obtained by the defendants. Thereupon the plaintiffs had copies of the notes made for the purposes of the appeal. The Common Pleas Division discharged the rule *nisi*, and allowed the costs of the transcript. Here no special direction by the judge who tried the action could have been applied for, because until the rule *nisi* for a new trial was granted it could not be foreseen that copies of the shorthand notes would be required. Again, the notes were essential for the information of the court upon the argument of the rule as to what passed at the trial (*Watson v. Great Western Railway Co.*, 1880, 6 Q. B. D. 163). The cases cited in the Annual Practice, at p. 1022, with reference to the allowance of the costs of shorthand notes in the Court of Appeal turn on considerations of the same kind as those which we have been examining, with this difference, that, both by the Rules of Court (R. S. C., 1883, ord. 58, r. 11 (b)) and by the theory of the law, the trial judge's notes, supplemented if necessary by the notes of counsel, are, for the purposes of an appeal, made the best evidence of what transpired in the court below. To say, however, as the editors of the Annual Practice do (*ad loc cit.*), that while the costs of shorthand notes "will be allowed in the High Court where they are essential to the hearing of the case, they will only be allowed on an appeal under very special circumstances where they are necessary for the purpose of an appeal," is to establish an antithesis that has no logical justification, and to magnify a difference in degree into a difference in kind.

5. A solicitor cannot claim as against his client the costs of shorthand notes of evidence, although the latter has authorized the employment of a shorthand writer, unless the solicitor clearly explained to the client that such costs are in the nature of extras, which he will not be allowed on taxation (*Re Blyth and Fanshawe, 1882, 10 Q. B. D. 207*, and *cf. Nation v. Hamilton, 57 L. T. 648*).

We have now examined the practice relating to evidence in shorthand with sufficient fulness to understand the judicial jealousy with which it is regarded. It is costly. Consisting, as it often does, of a *verbatim* record of interlocutory observations and irrelevant questions (*cf. the language of the Master of the Rolls in Ungar v. Sugg, 1892, 9 P. O. R.*, at p. 117), it does not always expedite the hearing of an appeal. Finally, the judge's notes are the best evidence in point of fact as well as in point of law. Shorthand writers, however competent, are not lawyers; they are liable to be changed during the progress of a case; and, except in arbitration and commission work, they cannot generally require a witness to repeat his answer (*cf. Earl de la Warr v. Miles, ubi sup.*). An adaptation of the practice prevailing in some of the Scotch courts, according to which, in special cases, the judge dictates the evidence in the form of a narrative to an official shorthand writer, might perhaps be usefully introduced into this country.

REVIEWS.

BOOKS RECEIVED.

Practical Suggestions on the Preparation and Registration of Deeds and other Documents at the various Public Offices. With Tables of Fees and an Index. Waterlow & Sons (Limited).

American Law Review. March—April, 1892. By SEYMOUR D. THOMPSON and LEONARD A. JONES. Reeves & Turner.

A parliamentary return just published shews that during 1891 the Queen's Bench judges were absent from London on assize business for 1,239 days, and their allowances, at the rate of £7 10s. a day, amounted to £9,292 10s. Further, their railway fares cost £173, and the railway fares and cab allowances of their clerks £278. Marshals to judges, who are each paid two guineas per diem, received £2,583; while the clerks of assize were paid £1,140 in the shape of "subsistence allowances."

NEW ORDERS, &c.

COMPANIES (WINDING-UP) ACT, 1890.

Whereas under and pursuant to section 5 of the Supreme Court of Judicature Act, 1884, the Honourable Mr. Justice Vaughan Williams (being the judge of the High Court who for the time being exercises the bankruptcy jurisdiction of the High Court) has consented, with the concurrence of the Lord Chief Justice of England, to sit and act as an additional judge of the Chancery Division of the High Court, for the purpose of hearing the causes and matters assigned to him by the Lord Chancellor or any applications therein. Now therefore I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby, by virtue of the powers vested in me by section 2 of the Companies (Winding-up) Act, 1890, section 5 of the Supreme Court of Judicature Act, 1884, and all other powers enabling me in that behalf, Order that, on and after the 6th day of May, 1892, the jurisdiction of the High Court under the Companies (Winding-up) Act, 1890, shall until further order be exercised by the Honourable Mr. Justice Vaughan Williams, sitting and acting for the purpose of the exercise of such jurisdiction as an additional Judge of the Chancery Division, and the said Judge shall, on and after the day aforesaid, and until further order, be the Judge of the High Court assigned for the purpose of the exercise of that jurisdiction, pursuant to the Companies (Winding-up) Act, 1890.

The 26th day of March 1892.

(Signed) HALSBURY, C.
COLERIDGE, C.J.

COMPANIES ACTS, 1862 TO 1890.

GENERAL RULES MADE PURSUANT TO THE COMPANIES ACTS, 1862 TO 1890, AND THE JUDICATURE ACT, 1881.

PART I.—Procedure in the High Court.

PART II.—Rules relating to Winding-up Matters in all Courts to which Jurisdiction is given under the Acts.

Preliminary.

1. *Application of rules.*] These rules shall apply to all proceedings for or in relation to the winding-up of a company where a petition to wind up the company or to continue the voluntary winding-up of the company under the supervision of the Court has been presented, or where an application in the voluntary winding-up of the company has for the first time been made, on or after the 1st day of January, 1891; unless the Judge before whom any such proceedings may be pending when these rules come into operation shall think it expedient to retain them.

PART I.—PROCEDURE IN THE HIGH COURT.

Court and Chambers.

2. *Office of Registrar in High Court.*] (1.) All proceedings in the winding-up of companies in the High Court to which these rules apply shall be from time to time attached to one or more of the Registrars, who shall, together with the necessary clerks and officers, and subject to the Acts and rules, act under the general or special directions of the Judge of the High Court.

(2.) Every other Registrar may act for and in place of such Registrar as above mentioned in all proceedings under the Acts and rules, including the holding of public examinations, and when so acting such other Registrar shall be deemed to be the Registrar for the purposes of the Acts and rules.

3. *Matters in High Court to be heard in Court.*] (1.) The following matters and applications shall be heard before the Judge of the High Court in open Court:—

(a.) Petitions.

(b.) Appeals from the Board of Trade and Official Receiver to the High Court.

(c.) Applications by the Board of Trade under section 15 of the Companies (Winding-up) Act, 1890.

(d.) Applications for the committal of any person to prison for contempt.

(e.) Such matters and applications as the Judge may from time to time by any general or special orders direct to be heard before him in open Court.

(2.) Examinations of persons summoned before the High Court under section 115 of the Companies Act, 1862, shall, unless the Judge of the High Court shall otherwise direct, be held before the Registrar in Chambers.

(3.) Every other matter or application in the High Court under the Acts to which the rules apply may be heard and determined in Chambers.

4. *Applications in Chambers.*] Subject to the provisions of the Acts and rules, the Registrar may, under the general or special directions of the Judge, hear and determine any application or matter in the High Court which, under the Acts and rules, may be heard and

determined in Chambers. Any matter or application in Chambers may at any time be adjourned from Chambers to be heard by the Judge of the High Court in Court, and any matter or application in Court may be adjourned to be heard and dealt with in Chambers.

5. *Applications in Court and Chambers.*] Applications in Court, other than petitions, shall be made by motion, notice of which shall be served on every person against whom an order is sought not less than two clear days before the day named in the notice for hearing the motion. Applications in Chambers, other than *ex parte* applications, shall be made by summons.

Proceedings.

6. *Title in High Court.*] (1.) Every proceeding in the High Court in a winding-up matter to which these rules apply shall be dated, and shall be intituled as follows:—
In the High Court of Justice.

Companies (Winding-Up).

Mr. Justice

In the matter of the Companies Acts, 1862
to 1890.

with the name of the matter to which it relates. Numbers and dates may be denoted by figures.

(2.) The first proceeding in every winding-up matter shall have a distinctive number assigned to it in the office of the Registrar, and all proceedings in any matter subsequent to the first proceeding shall bear the same number as the first proceeding.

7. *Written or printed proceedings.*] All proceedings to which these rules apply shall be written or printed or partly written or partly printed on paper of the size of 13 inches in length and 8 inches in breadth, or thereabouts; but no objection shall be allowed to any proof, affidavit, or proxy on account only of its being written or printed on paper of other size.

8. *Process to be sealed.*] All orders, summonses, petitions, warrants, process of any kind (including notices when issued by the Court), and office copies in any winding-up matter to which these rules apply shall be sealed.

9. *Summons. Form 58.*] Every summons in a winding-up matter in the High Court to which these rules apply shall be prepared by the applicant or his solicitor, and issued from the office of the Registrar. A summons, when sealed, shall be deemed to be issued. The person obtaining the summons shall leave in the Registrar's office a duplicate which shall be stamped with the prescribed stamp and filed.

10. *Orders.*] Every order, whether made in Court or in Chambers, in a winding-up matter in the High Court to which these rules apply, shall be drawn up by the Registrar, unless in any proceeding or classes of proceedings the Judge of the High Court or Registrar who makes the order shall direct that no order need be drawn up. Where a direction is given that no order need be drawn up, the note or memorandum of the order, signed or initialled by the Judge of the High Court or the Registrar making the order, shall be sufficient evidence of the order having been made.

11. *File of proceedings in office of Registrar.*] All petitions, affidavits, summonses, orders, proofs, notices, depositions, bills of costs, and other proceedings in the High Court in a winding-up matter to which these rules apply shall be kept and remain of record in the office of the Registrar in one continuous file, and no proceeding in any winding-up matter to which these rules apply shall, from and after the commencement of these rules, be filed in the Central Office.

12. *Office copies.*] All office copies of petitions, affidavits, depositions, papers, and writings, or any parts thereof, required by any liquidator, contributory, creditor, officer of a company, or other person entitled thereto, shall be provided by the Registrar, and shall, except as to figures, be fairly written out at length, and be sealed and delivered out without any unnecessary delay and in the order in which they shall have been bespoken.

13. *Warrants of arrest.*] A warrant of arrest issued by the High Court under Rule 76 of the Companies Winding-up Rules, 1890, shall be issued in the Central Office of the Supreme Court, pursuant to an order of the Judge directing such issue.

14. *Transfer of actions.*] (1.) Where an order has been made in the High Court for the winding up of a company on a petition presented on or after the 1st day of January, 1891, the Judge of the High Court shall have power, without further consent, to order the transfer to him of any cause or matter pending in any other Court or Division brought or continued by or against the company.

(2.) Where any action brought by or against a company against which a winding-up order has been made is transferred to the Judge of the High Court, the Registrar may, under the general or special directions of the Judge, hear, determine, and deal with any application, matter, or proceeding which, if the action had not been transferred, would have been determined in Chambers.

(3.) Provided always that nothing in this Rule or in Order XLIX., Rule 5, of the Rules of the Supreme Court, 1883, shall authorize the transfer of any action by a mortgagee or debenture holder for the purpose of realizing his security nor the transfer of any action which

is not brought to enforce payment of a debt or demand payable in the winding up.

Petitions in the High Court.

15. *Petitions in High Court.*] A petition to the High Court in a winding-up matter to which these rules apply shall be presented at the office of the Registrar, who shall appoint the time and place at which the petition is to be heard. Notice of the time and place appointed for hearing the petition shall be written on the petition and sealed copies thereof, and the Registrar may from time to time alter the time appointed and fix another time.

Applications under Section 15 of the Companies (Winding-up) Act, 1890.

16. *Applications by Board of Trade under s. 15 of the Act.*] Every application by the Board of Trade for the purpose of ascertaining and getting in money payable into the Bank of England, pursuant to section 15 of the Companies (Winding-up) Act, 1890, shall in a winding-up in the High Court to which these rules apply be made and dealt with by the Judge of the High Court upon motion.

Miscellaneous.

17. *Proceedings in windings-up under supervision and voluntary windings-up.*] In all proceedings for the winding-up of a company under the supervision of the Court, or the voluntary winding-up of a company, to which these rules apply, the rules contained in the General Order of the High Court of Chancery dated the 11th of November, 1862, which relate to such proceedings, shall, so far as applicable, be observed subject to the following modifications:—

Expressions in the said order relating to the Judge shall be deemed to refer to the Judge of the High Court within the meaning of these rules.

Expressions in the said order relating to the Chief Clerk and the Chambers of the Judge shall be deemed to refer to the Registrar and his office.

All orders shall be drawn up and filed in the office of the Registrar in the manner herein-before provided with reference to orders made on the compulsory winding-up of a company, and Rule 11 of these rules, relating to the filing of affidavits and other documents in the Registrar's office, shall apply to all such proceedings.

PART II.

RULES RELATING TO WINDING-UP MATTERS IN ALL COURTS TO WHICH JURISDICTION IS GIVEN UNDER THE ACTS.

Hearing of Petitions and Orders made thereon.

18. *Attendance before hearing to show compliance with rules as to petition.*] After a petition has been presented, the petitioner shall, on a day to be appointed by the Registrar, not less than two days before the day appointed for the hearing of the petition, attend before the Registrar and satisfy him that the petition has been duly advertised, that the prescribed affidavit verifying the statements therein and the affidavit of service (if any) have been duly filed, and that the provisions of the rules as to petitions for winding-up companies have been duly complied with by the petitioner. No order for the winding-up of a company shall be made on the petition of any petitioner who has not, prior to the hearing of the petition, attended before the Registrar at the time appointed and satisfied him in manner required by this rule.

19. *Form of advertisement of petition. Form 3.*] Every advertisement of a petition shall contain a note at the foot thereof stating that any person who intends to appear on the hearing of the petition, either to oppose or support, must send notice of his intention to the petitioner within the time and in the manner prescribed by the next succeeding rule; and an advertisement of a petition for the winding-up of a company by the Court which does not contain such a note shall be deemed irregular.

20. *Notice by persons who intend to appear on hearing of petitions. Form 2.*] Every person who intends to appear on the hearing of a petition shall serve on, or send by post, notice in writing of his intention to the petitioner at the address stated in the advertisement of the petition. The notice shall be signed by such person, or his solicitor, and shall be served, or if sent by post shall be posted in such time as in ordinary course of post to reach the address not later than six o'clock in the afternoon of the day previous to the day appointed for the hearing of the petition. The notice may be in Form 2, with such variations as circumstances may require. A person who has failed to comply with this rule shall not, without the special leave of the Court, be allowed to appear on the hearing of the petition.

21. *List of names and addresses of persons who appear on the petition. Form 4.*] The petitioner shall prepare a list of the names and addresses of the persons who have given notice of their intention to appear on the hearing of the petition, and of their respective solicitors, which shall be in Form 4. A fair copy of the list shall, on the day appointed for hearing the petition, be handed by the petitioner into Court prior to the hearing of the petition.

22. *Notice that winding-up order has been pronounced to be given to*

Official Receiver. Forms 5 and 6.] When an order for the winding-up of a company or for the appointment of the Official Receiver as provisional liquidator, prior to the making of an order for the winding-up of the company, has been pronounced in Court, the Registrar shall, on the same day, send to the Official Receiver a notice informing him that the order has been pronounced.

The notice may be in Forms 5 and 6 respectively, with such variations as circumstances may require.

23. Documents for drawing up order to be left with Registrar.] It shall be the duty of the petitioner, and of all other persons who have appeared on the hearing of the petition, at latest on the day following the day on which an order for the winding-up of a company is pronounced in Court, to leave at the Registrar's office all the documents required for the purpose of enabling the Registrar to complete the order forthwith.

24. No appointments for settling order.] It shall not be necessary for the Registrar to make an appointment to settle the order, or to give notice to any of the parties thereto, unless in any particular case the special circumstances make an appointment or notice necessary.

Ordinary Resolution of Creditors and Contributors.

25. Resolution of creditors and contributors.] At a meeting of creditors or contributors held in the winding-up of a company under the Companies (Winding-up) Act, 1890, a resolution shall be deemed to be passed when at a meeting of creditors a majority in number and value of the creditors present, personally or by proxy, and voting on the resolution, have voted in favour of the resolution, and at a meeting of the contributors when a majority in number and value of the contributors present, personally or by proxy, and voting on the resolution, have voted in favour of the resolution, the value of the contributors being determined according to the number of votes conferred on each contributory by the regulations of the company.

Public Examinations.

26. Public examinations.] Where the Judge makes an order under section 8 of the Companies (Winding-up) Act, 1890, directing any person or persons to attend for public examination:—

- (a.) The examination shall be held before the Judge. Provided that in the High Court the Judge may direct that the whole or any part of the examination of any such person or persons be held before the Registrar or before any of the persons mentioned in sub-section 9 of the said section.
- (b.) The Judge may, if he think fit, either in the order for examination, or by any subsequent orders, give directions as to the special matters on which any such person is to be examined.
- (c.) Where on an examination held before the Registrar or one of the persons mentioned in sub-section 9 of the said section he is of opinion that such examination is being unduly or unnecessarily protracted, or for any other sufficient cause, he may adjourn the examination of any person or any part of the examination to be held before the Judge.
- (d.) If the winding-up is in the Stannaries Court the examination shall be held before the Vice-Warden.

27. Depositions taken at public examinations.] Where in the course of the winding-up of a company an order has been made for the public examination of persons named in the order pursuant to section 8 of the Companies (Winding-up) Act, 1890, and it appears from the examination that the persons examined, or some of them, have misapplied, or retained, or become liable, or accountable for moneys or property of the Company, or been guilty of misfeasance or breach of trust in relation to the Company, then in any proceedings subsequently instituted under section 10 of the said Act, on the application of the official receiver or liquidator for the purpose of examining into the conduct of the said persons, or any of them, and compelling repayment or restoration to the company of any moneys or property, or contribution by way of compensation to the assets of the company by such persons, or any of them, the verified notes of the examination of such person who was examined under the order shall, subject as herein-after mentioned, and to any order or directions of the Court as to the manner and extent in and to which the notes shall be used, and subject to all just exceptions to the admissibility in evidence against any particular person or persons of any of the statements contained in the notes of the examinations, be admissible in evidence against any of the persons against whom the application is made who, under section 8 of the said Act and the order for the public examination, was or had the opportunity of being present at and taking part in the examination. Provided that before any such notes of a public examination shall be used on any such application, the person intending to use the same shall, not less than fifteen days before the day appointed for hearing the application, give notice of such intention to each person against whom it is intended to use such notes, or any of them, specifying the notes or parts of the notes which it is intended to read against him, and furnish him with copies of such notes, or parts of notes (except notes of the person's own

depositions), and provided also that every person against whom the application is made shall be at liberty to cross-examine or re-examine (as the case may be) any person the notes of whose examination are read, in all respects as if such person had made an affidavit on the application.

Costs payable out of the Assets of the Company.

28. Costs.] No payments in respect of bills or charges of solicitors, managers, accountants, auctioneers, brokers, or other persons shall be allowed out of the assets of a company, in a winding-up matter to which these Rules apply, without proof that the same have been considered and allowed by the Registrar.

Time for dealing with Proof.

29. Proofs.] Subject to the power of the Court to extend the time, the Official Receiver as liquidator, not later than fourteen days from the latest date specified in the notice of his intention to declare a dividend as the time within which such proofs must be lodged, shall in writing either admit or reject wholly or in part every proof lodged with him, or require further evidence in support of it.

Proxies.

30. Proxies.] A proxy intended to be used at the first meeting of creditors or contributors, or an adjournment thereof, shall be lodged with the Official Receiver not later than the time mentioned for that purpose in the notice convening the meeting or adjourned meeting, which time shall be not earlier than 12 o'clock at noon of the day but one before nor later than 12 o'clock at noon of the day before the day appointed for such meeting, unless the court otherwise directs.

File of Proceedings.

31. File of proceedings in courts other than High Court.] In courts other than the High Court a file of proceedings in every winding-up matter shall be kept on which all petitions, affidavits, summonses, orders, proofs, notices, depositions, and other proceedings in the matter shall be placed and remain of record as far as possible in continuous order.

32. Inspection of file in all Courts.] Every person who has been a director or officer of a company which is being wound up and every duly authorized officer of the Board of Trade, shall be entitled, free of charge, and every contributory and every creditor whose claim or proof has been admitted, shall be entitled on payment of a fee of one shilling, at all reasonable times, to inspect the file of proceedings (whether in the High Court or any other Court) and to take copies or extracts from any documents therein, or to be furnished with such copies or extracts at a rate not exceeding fourpence per folio of seventy-two words.

33. Use of file by Board of Trade and Official Receiver.] Where, in the exercise of their functions under the Acts or rules, the Board of Trade or the Official Receiver require to inspect or use the file of proceedings in any matter, the Registrar shall (unless the file is at the time required for use in Court or by him), on request, transmit the file of proceedings to the Board of Trade or Official Receiver, as the case may be.

Miscellaneous.

34. Repeal.] The rules mentioned in the first column hereunder are annulled and modified to the extent mentioned in the second column:

Rule.	Extent of annulment or modification.
Companies Winding-up Rules, 1890:— Rule 2	Definitions of "Court" and "Judge" so far as relate to the High Court. The whole.
Rule 4	The whole.
Rule 53	The whole.
Rule 72	The whole.
Rule 119	The whole.
Rule 130A, paragraph (a)	As to any winding up in the High Court to which these rules apply. The whole.
Rule 145	The whole.
Rule 146	The whole.
The Companies Winding-up Rules (February), 1891	The whole of the rules.

35. Interpretation.] (1.) In the application of the Companies Winding-up Rules, 1890 and 1891, and these rules to any winding up matter to which these rules apply:—

Expressions relating to the Chief Clerks and Registrars of the Chancery Division of the High Court shall, except in Rule 133, be deemed to refer and be construed as referring to the Registrar. "Judge" shall in the High Court mean the Judge who for the time being exercises the jurisdiction of the High Court to wind up companies.

"Registrar" shall in the High Court mean and include any of the Registrars in Bankruptcy of the High Court, and any person who shall be appointed to fill the office of Registrar under these Rules, and where a winding-up matter is in the District Registry of Liverpool or Manchester shall mean the District Registrars.

(2.) In these rules the expression "the rules" means all the rules

for the time being in force in relation to winding-up matters (including these rules).

36. *Forms.*] The forms in the Appendix specified in the first two columns hereunder shall be used in addition to the forms contained in the Appendix to the Companies Winding-up Rules, 1890, and in substitution for the forms contained in the said last-mentioned Appendix specified in the fourth column hereunder:

No. in Appendix.	Number for Citation.	Subject-matter.	Form in Appendix of Rules of 1890.
1 2 to 6 inclusive	[1] [15A], [16], [16A], [17A], [19B]	General Title (High Court) - Procedure on hearing of Petitions	1. —
7	[33A] - - - - -	Part II. of Statement of Affairs	Part II. of No. 33.
8	[38B] - - - - -	Sheet H. of Statement of Affairs	Sheet H. of No. 33.
9	[38C] - - - - -	Sheet M. of Statement of Affairs	Sheet M. of No. 33.
10	[38A] - - - - -	Notice to attend public examination	—
11	[58] - - - - -	Summons (General) - - - - -	58.
12	[60] - - - - -	Proof of Debt - - - - -	60.

37. *Commencement, short title, and citation.*] These rules shall commence and come into operation on the 6th of May, 1892. They may be cited as the Companies Winding-up Rules, 1892, and shall be construed with and deemed to form with the Companies Winding-up Rules, 1890, one set of rules. The forms in the Appendix to these rules shall be deemed to form part of the forms of the Companies Winding-up Rules, 1890, and each form may be cited with reference to the forms of the Companies Winding-up Rules, 1890, by the number placed at the head of the form in square brackets.

(Signed, in respect of Rules made pursuant to Section 26 of the Companies (Winding-up) Act, 1890).

HALSBURY, C.

M. E. HICKS BEACH, President of the Board of Trade.

(Signed, in respect of all other provisions in these Rules relating to the High Court).

HALSBURY, C.
ESHER, M.R.
NATHL. LINDLEY, L.J.
EDWARD E. KAY, L.J.
C. E. POLLOCK, B.
A. L. SMITH, J.

Dated the 6th day of April, 1892.

APPENDIX.
FORMS.

No. 1.

GENERAL TITLE (HIGH COURT).

In the High Court of Justice. No. , of 189 .
Companies (Winding-Up).

Mr. JUSTICE VAUGHAN WILLIAMS.

In the matter of the Companies Acts, 1862 to 1890,
and

In the matter of the (a)
Limited.

Company, (a) Insert full
name of company.

No. 2. [15A.]

NOTICE OF INTENTION TO APPEAR ON PETITION.
In the matter of the Companies Acts, 1862 to 1890,
and

In the matter of the (a)

Company. (a) Insert name
of company.

TAKE NOTICE that A.B., (b) a creditor for £ of (b) State full
(or contributory holding shares in) the above
company intends to appear on the hearing of the petition
advertised to be heard on the day of
189 , and to support (or oppose) such petition.

(Signed) (c) [Name of person or firm.] (c) To be signed
[Address.] by the person or
his solicitor.

To

No. 3. [16.]

ADVERTISEMENT OF PETITION.

In the matter of the Companies Acts, 1862 to 1890,
and

In the matter of the (a)

Company. (a) Insert name
of company.

NOTICE is hereby given that a petition for the winding-up of the above-named company by (b) the High Court of Justice (or the County Court of , holden at [or, as the case may be], was, on the day of 189 , presented to the said Court by the said company [or, as the case may be].

And that the said petition is directed to be heard before the Court sitting at , on the day of 189 , and any creditor or contributory of the said company desirous to support or oppose the making of an

(b) If the winding-up is to be subject to supervision, insert instead of "by" the words "subject to the supervision of".

order on the said petition may appear at the time of hearing by himself or (c) his counsel for that purpose; (c) In the County Court add "his solicitor or." (d) To be signed by the solicitor to the petitioner or by the petitioner if he has no solicitor.

(Signed) (d) [Name.]
[Address.]

NOTE.—Any person who intends to appear on the hearing of the said petition must serve on or send by post to the above-named, notice in writing of his intention so to do. The notice must state the name and address of the person, or, if a firm, the name and address of the firm, and must be signed by the person or firm, or his or their solicitor (if any), and must be served, or if posted, must be sent by post in sufficient time to reach the above-named not later than six o'clock in the afternoon of the 189 .

No. 4. [16A.]

LIST OF PARTIES ATTENDING THE HEARING OF A PETITION.

[Title.]

The following are the names of those who have given notice of their intention to attend the hearing of the petition herein, on the day of 189 .

Name.	Address.	Creditors, Amount of Debt.	Contributors, Number of Shares.	Opposing,	Supporting,

No. 5. [19A.]

NOTIFICATION TO OFFICIAL RECEIVER OF ORDERS PRONOUNCED ON PETITIONS FOR WINDING-UP.

[Title.]

To the Official Receiver of the Court.

[Address.]

Orders pronounced this day by the Honourable Mr. Justice [or, as the case may be] on petitions for winding-up of companies under the Companies Acts, 1862 to 1890.

Name of Company.	Registered Office of Company.	Petitioner's Solicitor.

No. 6. [19B.]

NOTIFICATION TO OFFICIAL RECEIVER OF ORDER PRONOUNCED FOR APPOINTMENT OF OFFICIAL RECEIVER AS PROVISIONAL LIQUIDATOR PRIOR TO WINDING-UP ORDER BEING MADE.

[Title.]

To the Official Receiver of the Court.

[Address.]

Orders pronounced this day by the Honourable Mr. Justice [or, as the case may be] for the appointment of the Official Receiver as provisional liquidator prior to any Winding-up Order being made.

Name of Company.	Registered Office of Company.	Petitioner's Solicitor.

No. 7. [33A.]

IL.—As regards Contributors.

Capital issued and allotted, viz.:—					
Founders Shares of £ per share					
Amount called up at £ per share, as per list "L."					
Ordinary Shares of £ per share					
Amount called up at £ per share, as per list "M."					
Preference Shares of £ per share					
Amount called up at £ per share, as per list "N."					
(Add particulars of any other capital) ...					
Less unpaid calls estimate to be irrecoverable £					
Add deficiency to meet liabilities as above £					
Total deficiency as explained in Statement "O" £					

I, _____ of _____ make oath and say that the above statement and the several lists hereunto annexed marked _____ are, to the best of my knowledge and belief, a full, true, and complete statement of the affairs of the above-named company on the _____ day of 189 _____ the date of the winding-up order.

Sworn at _____ this day of 189 _____
Before me _____ } Signature

No. 8. [33B.]
LIST "H".

PROPERTY.

Full particulars of every description of property not included in any other lists are to be set forth in this list.

Full Statement and Nature of Property.	Estimated Cost.		Estimated to produce.		[State particulars.]
	£	s. d.	£	s. d.	
(a) Cash at bankers					lars.]
(b) Cash in hand					
(c) Stock-in-trade at					
(d) Machinery at					
(e) Trade fixtures, fittings, office furniture, utensils, &c.					
(f) Investments in stocks or shares					
(g) Loans for which mortgage or other security held					
(h) Other property, viz.:					

Signature
Dated 189 .

No. 9. [33C.]
"M."

LIST OF ORDINARY SHARES.

[No.]	Register No.	Name and Address of Shareholders.	Nominal amount of Share.	No. of Shares held.	Amount per Share called up.	Total amount called up.

Signature
Dated 189 .

No. 10. [38A.]
NOTICE TO ATTEND PUBLIC EXAMINATION.
[Title.]

WHEREAS by an Order of this Court, made on the day of 189 , it was ordered that you the under-mentioned should attend before the Registrar (a) on a day to be (a) Or, as the case may be, named for the purpose, and to be publicly examined as to the promotion or formation of the company, and as to the conduct of the business of the company, and as to your conduct and dealings as (b). (b) Insert

And whereas the day of 189 , "Director" or "Officer" or, as the case may be, at o'clock in the noon, before the Registrar sitting at has been appointed as the time and place for holding the said examination.

Notice is hereby given that you are required to attend at the said time and place, and at any adjournments of the examination which may be ordered, and to bring with you and produce all books, papers, and writings, and other documents in your custody or power in any wise relating to the above-named company.

And take notice that if you fail, without reasonable excuse, to attend at such time and place and at the adjournments of the said public examination which may be ordered, you will be liable to be committed to prison without further notice.

Dated the day of 189 .
Official Receiver.

To [Name]
[Address]

No. 11. [58.]
FORM OF SUMMONS (GENERAL).

In the High Court of Justice.

Companies Winding-up.

Mr. JUSTICE VAUGHAN WILLIAMS.

In the matter of the Companies Act, 1862 to 1890, and

In the matter (a)

Let (b) attend at the office of the Registrar at the Bankruptcy Buildings, Carey Street, London, on the day of 189 , at o'clock

(a) Insert name of company.
(b) Name of respondent.

in the noon, on the hearing of an application of (c) (e) Name and for an order that (d) Dated the day of 189 . Seal.

This summons was taken out by solicitors for

NOTE.—If you do not attend, either in person or by your solicitor, at the time and place above-mentioned, such order will be made, and proceedings taken as the Judge (or Registrar) may think just and expedient.

No. 12. [66.]

PROOF OF DEBT.—GENERAL FORM.

[Title.]

I (a) of in the county of make oath and say :

(b) That I am in the employ of the under-mentioned creditor, and that I am duly authorised by to make this affidavit, and that it is within my own knowledge that the debt herein-after deposited was incurred and for the consideration stated, and that such debt, to the best of my knowledge and belief, still remains unpaid and unsatisfied.

(c) That I am duly authorised, under the seal of the company herein-after named, to make the proof of debt on its behalf.

1. That the above-named company was, at the date of the order for winding-up the same, viz.: the day of 189 , and still is justly and truly indebted to (d) in the sum of pounds shillings and pence for (e) as shown by the account endorsed hereon, or by the following account, viz.:

for which sum or any part thereof I say that I have not nor hath (f) or any person by (g) order to my knowledge or belief for (g) use had or received any manner of satisfaction or security whatsoever, save and except the following (h):—

(a) Fill in full name, address, and occupation of deponent. If proof made by creditor, strike out clauses (b) and (c). If made by clerk of creditor strike out (e). If by clerk or agent of company strike out (b).

(d) Insert me and to C.D. and E.F., my co-partners in trade if any, or, if by clerk or agent insert name, address, and description of principal.

Note this.
(e) State consideration [as goods sold and delivered by me (and my said partner) to the company between the dates of (or money advanced by me in respect of the under-mentioned bill of exchange) or, as the case may be.]
(f) "My said partners or any of them" or "the above-named creditor" (as the case may be).
(g) "My" or "our" or "their" or "his" (as the case may be).
(h) (Here state the particulars of all securities held, and where the securities are on the property of the company assess the value of the same, and if any bills or other negotiable securities be held specify them in the schedule).

Sworn at in the county of 189 . Before me

{ Deponent's
Signature.]

The proof cannot be admitted for voting at the first meeting unless it is properly completed and lodged with the Official Receiver before the time named in the notice convening such meeting.

The Times says that the Attorney-General's Bill relative to accumulations proposes that in future the law shall be that no person may settle or dispose of any property in such manner that the rents, issues, profits, or income thereof shall be wholly or partially accumulated for the purchase of land only for any longer period than during the minority or respective minorities only of any person or persons who, under the uses or trusts of the instrument directing such accumulations, would for the time being, if of full age, be entitled to receive the rents, issues, profits, or income so directed to be accumulated. In every case where any accumulation for any longer period shall have been directed, such direction is to be null and void as from the passing of the Bill, and the rents, issues, profits, or income so directed to be accumulated are to be received by such person as would have been entitled thereto if the accumulation had not been directed.

CASES OF THE WEEK.

Court of Appeal.

ROGERS v. RICE—No. 2, 27th April.

FORFEITURE—LEASE—PROVISO FOR RE-ENTRY ON NON-REPAIR—ACTION—JUDGMENT FOR POSSESSION—RELIEF AGAINST FORFEITURE—CONVEYANCING ACT, 1881, s. 14, SUB-SECTIONS 1, 2.

This was an appeal from a decision of Kekewich, J., dismissing a summons of the plaintiff for relief under the following circumstances. By an indenture dated the 17th of July, 1851, Charles Rice granted to William Nash Round, by direction and at the request of James Church, a lease of certain premises known as No. 5, Sutherland-terrace, Brixton, for the term of seventy-two years less ten days from the 25th of December, 1850, at the yearly rent, after the first half-year, of £7. The interest of the said Charles Rice in the premises had become vested in the defendant as his legal personal representative. The lease contained a proviso for re-entry in the event of non-repair of the premises to the extent of £20. The interest of the said William Nash Round in the premises had been purchased by the plaintiff's mother, but since about the year 1881 the plaintiff had paid the rent of the premises, and had become, practically, the lessee. In the latter part of 1890 a notice was served by the lessor on the plaintiff to repair, which was not complied with. On the 13th of February, 1891, the defendant commenced an action in the Queen's Bench Division to recover possession of the premises and for damages for non-repair, and obtained a verdict and judgment on the 18th of July for recovery of possession, and for the sum of £50 damages for dilapidations, and costs. On the 28th of July the defendant's solicitors wrote, enclosing their bill of costs, to the plaintiff, with notice of taxation, and the defendant obtained possession under the judgment. In the month of August the plaintiff applied to the court for an extension of time for moving to set aside the verdict and judgment, and that the verdict and judgment might be set aside, but his application was refused. The plaintiff then took out an originating summons for relief against the forfeiture on which the judgment was founded, and on the 20th of November an order was made that, upon payment into court of the amount of the judgment debt and costs, all proceedings to enforce the judgment should be stayed until after the hearing of the summons. The summons was heard before Kekewich, J., and dismissed, with costs, on the 5th of February. The plaintiff appealed. Section 14 of the Conveyancing Act, 1881, enacts as follows:—Sub-section (1): “A right of re-entry or forfeiture under any proviso or stipulation in a lease, for a breach of any covenant or condition in the lease, shall not be enforceable, by action or otherwise, unless and until the lessor serves on the lessee a notice specifying the particular breach complained of” Sub-section (2): “Where a lessor is proceeding, by action or otherwise, to enforce such a right of re-entry or forfeiture, the lessee may, in the lessor's action, if any, or in any action brought by himself, apply to the court for relief; and the court may grant or refuse relief, as the court, having regard to the proceedings and conduct of the parties under the foregoing provisions of this section, and to all the other circumstances, thinks fit”

THE COURT (Lord COLERIDGE, C.J., and LINDLEY and KAY, L.J.J.) dismissed the appeal.

Lord COLERIDGE, C.J., said the judgment of the court below must be affirmed. The matter was quite clear. It was a case in which the 2nd sub-section of section 14 of the Conveyancing Act did not apply. That sub-section said that “where a lessor was proceeding, by action or otherwise, to enforce a right of re-entry or forfeiture, the lessee might apply to the court for relief, and the court might grant or refuse relief, as it thought fit.” In the present case the proper notice had been given, and the lessor took proceedings to enforce his right of forfeiture. The action had proceeded to judgment and to execution, so far, at least, as redelivery of possession was concerned. It was not a case of the lessor “proceeding” to enforce his right; he had “proceeded” to enforce it, and had enforced it, and it was too late for the lessee to seek relief. The matter was clear on the words of the Act of Parliament by themselves. The point was considered in the case of *Quilter v. Mapleson* (31 W. R. 75, 9 Q. B. D. 672), and in a way adverse to the plaintiff here, although it was not necessary for the purposes of that case actually to decide it. The decision of Kekewich, J., therefore, must be affirmed.

LINDLEY and KAY, L.J.J., concurred.—COUNSEL, *Renshaw, Q.C.*, and *Bramwell Davis; Warmington, Q.C.*, and *W. B. Allen*. SOLICITORS, *Francis Miller & Co.; Collins & Collins*.

[Reported by ARTHUR LAWRENCE, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE ENGLISH AND SCOTTISH INVESTMENT CO. v. BRANSTON—
26th April.

COMPANY—DEBENTURE—DEBENTURE PROHIBITING THE GIVING OF ANY PRIOR CHARGE—CHARGE CREATED AFTER DEBENTURE—NOTICE OF CHARGE—EQUITABLE TITLES—PRIORITY.

Interpleader issue tried before Charles, J., without a jury, in which the learned judge took time to consider his judgment, which he now delivered in writing, the question being whether the plaintiffs or the defendant were entitled to a sum of money paid into court by the Sun Fire Office. The Electrical and Engineering Corporation (Limited) carried on business in certain premises which had been insured in the Sun Fire Office. These

premises had been burnt down in January, 1891, and a sum of about £1,500 was admitted to be due from the Sun Fire Office to the company in respect of such fire. The Electrical and Engineering Corporation (Limited) was registered in January, 1890, with a certain capital, and power was given to the corporation to borrow money on mortgage and to issue debentures, payable to bearer or otherwise, and to charge or mortgage the whole or any part of the property, assets, and funds of the corporation as a specific charge or floating security. In pursuance of these powers certain debentures were issued, and the debenture-holders were represented by the defendant, who claimed the money now in question for these debenture-holders. These debentures were debentures which were to rank *pari passu* as a first charge on the property charged, and the charge thereby created was to be a floating security, “but so that the corporation is not to be at liberty to create any mortgage or charge in priority to the said debentures.” Early in 1891 further money was required for the purposes of the undertaking, and this money was advanced by the plaintiffs, and it was so advanced upon the security of the sum of money which was then due from the Sun Fire Office in respect of the fire. This loan was effected by a deed which was made between the corporation and the plaintiffs as mortgagees, the deed reciting the insurances by the mortgagors with the Sun Office, and that a claim had arisen entitling them to at least £1,500, and that they had applied to the mortgagees for a loan of £1,400, which the mortgagees had agreed to lend upon repayment being secured as agreed upon, and the deed proceeded to assign by way of security the insurances and all moneys payable thereunder. On February 27 notice of this deed was given to the Sun Fire Office, and shortly afterwards the defendant, on behalf of the debenture-holders, commenced an action against the corporation, and an action was afterwards commenced by the defendant against the Sun Fire Office, and the money owing by the fire office was paid into court to abide the result of these interpleader proceedings, in which the question was as to the priority between the defendant, as representing the debenture-holders, who had given no notice of their position to the fire office, and the plaintiffs, who had made a subsequent loan, but who had given notice to the fire office.

CHARLES, J. (after stating the facts), proceeded:—It was suggested on the part of the plaintiffs that they had, even prior to the Judicature Act, 1873, s. 25, sub-section 6, a legal title; but it appears clear to me that, apart from the statute, their title was equitable and not legal; could they in their own name have maintained an action? By virtue of the 25th section, sub-section 6, they can now, no doubt, do so, although the assignment purports to be by way of charge only: see *Tancred v. Delagoa Bay Railway Co.* (38 W. R. 15, 23 Q. B. D. 239). But their position is not thereby improved, for the sub-section expressly enacts that the assignee is to hold “subject to all equities which would have been entitled to priority over the right of the assignee if this Act had not passed.” I must therefore regard the question as one between two persons having equitable titles, both having a charge on the insurance fund, the title of the debenture-holder being first in point of time, but not perfected by notice to the insurance company until after the plaintiffs had given the company notice of their title. There can be no doubt that as a general rule the giving of notice entitles the assignee who gives it to priority over a previous assignee who has not given notice. But it is said that this rule does not apply between two equitable assignees, the first of whom holds a security in such a form as renders a notice by him practically impossible, but only between two successive assignees of a specific sum, where each can give a notice if he pleases. The foundation of the doctrine that he who gives the notice first has better equity was said to be the negligence to be imputed to the assignee who fails to give the notice: see *Ryall v. Roule* (1 Ves. sen. 348), *Dearle v. Hall* (3 Russ. 1), *Leeridge v. Cooper* (3 Russ. 1, 30), *Re Freshfield's Trust* (11 Ch. D. 198). The mere failure to give it constitutes negligence; and it is equitable that the title of the assignee who is thus guilty of negligence should be postponed to that of him who uses diligence. Here it was pointed out that the debenture-holders were not in a position to give the Sun Fire Office a notice. Their charge was on the property of the corporation generally. They were not the assignees of the insurance fund specifically, and were, indeed, ignorant of its existence. No negligence, therefore, could be charged against them, and so it was contended that the doctrine of *Dearle v. Hall* did not apply. But I do not think that this view of the rule is supported by authority. It is, in my opinion, the giving of the notice which creates the priority: see *Foster v. Cockerell* (3 Cl. & Fin. 456), and if the former assignee is precluded from giving the notice, either by contract with the assignor, or by the nature of the charge which he holds, the same result should follow as in a case where a prior assignee has negligently omitted to give the notice which he might have given. There does not appear to me to be any difference in principle between the case—(1) of a person who can give the notice and does not; (2) of the person who has contracted not to give notice; and (3) of a person who, like the debenture-holder here, holds a security which, from its nature, prevents notice from being effectively given. In each case I think notice gives priority, unless the giver of it himself has either actual notice of the prior incumbrance, or else is in such a position and has such a degree of knowledge as is in equity equivalent to actual notice. In this case it is not disputed that Mr. Paine—the solicitor for the plaintiffs—knew that the corporation had issued debentures, and it was proved that a debenture might, according to present usage, be one of three forms—(1) it might be simply an acknowledgment of debt under seal; (2) it might be an instrument not only acknowledging the debt, but charging the property of the company issuing it with repayment; (3) it might be an instrument acknowledging the debt, charging the property of the company with repayment, and restricting the company from giving any prior charge. Either of the two first-named forms would not in any way affect the priority of the plaintiffs. A mere acknowledgment under seal of indebtedness

would not avail against an assignee of a specific fund, and it was decided in *Wheatley v. Silkstone and Haigh Moor Coal Co.* (23 W. R. 797, 29 Ch. D. 715), that debentures in a form purporting to charge the property of the company with the debenture debts did not preclude the company from creating in the ordinary course, and for the purpose of the business, a charge in priority to the debenture-holders. It was, it would seem, in consequence of this decision that the third form of debenture was adopted, and both forms appear in "Palmer's Precedents" (ed. 1888). Mr. Paine had never, in fact, seen a debenture in the third form with the restrictive clause, and states that he had no suspicion after the interview of February 25 that the plaintiffs' security could be interfered with. All he knew was that debentures existed, and I think it must be taken that he did not know that they were in the form which had become usual in 1891. Mr. Paine ought to have insisted on seeing the debenture itself, when he would have discovered the restrictive clause, and the question in the case really reduces itself to this, Was his failure to look at the debenture or to make further inquiry into its contents that sort of negligence which ought to deprive the plaintiffs of their priority which their notice otherwise conferred upon them? The authorities cited on this part of the case were numerous, and appear to establish the principle that the negligence which will deprive a person who has done everything he can to complete his title of priority must be gross or culpable—must, indeed, be such a wilful shutting of eyes to inquiry as amounts to evidence of fraud: see *Ware v. Lord Egmont* (4 De G. M. & G. 473), *Montefiore v. Brounes* (7 H. L. Caa. 241). Now, applying this principle to the present case, I do not think that Mr. Paine, the plaintiffs' solicitor, can be held guilty of culpable negligence in not pursuing his inquiries further. Constructive notice of the restrictive clause cannot, on that ground, in my opinion, be imputed to him; and he ought not to be affected merely because he has omitted to do all which a prudent and cautious person might have done: Fisher on Mortgages, 3rd ed., vol. 1, p. 565. But it was also urged that actual notice of the existence of debentures was enough to affect Mr. Paine with constructive notice of their form and contents, and that I ought to apply the rule according to which a purchaser or lessee having notice of a deed forming part of a chain of title of his vendor or lessor is held to have constructive notice of the contents of that deed. There appears, however, to be a clear distinction between documents which must necessarily, and those which may or may not, affect title: see *Jones v. Smith* (1 Hare, 55), *Patman v. Harland* (29 W. R. 707, 17 Ch. D. 353). To the latter class the rule is not applicable, and it is to this class that these debentures belong. In the result, then, I cannot impute constructive notice of the contents of the debentures to Mr. Paine, and my judgment must, therefore, be for the plaintiffs, with costs. Judgment for the plaintiffs, with costs.—COUNSEL, R. T. Reed, Q.C., T. T. Paine, and Sargent; A. Cohen, Q.C., Bremner, and Le Fanu. SOLICITORS, Paine, Son, & Pollock; Dawson, Ainslie, & Martineau.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

COX v. HILL—28th April.

PRACTICE—COSTS—VERDICT FOR LESS THAN £20—JURISDICTION OF UNDERSHERIFF TO CERTIFY UNDER SECTION 116 OF THE COUNTY COURTS ACT, 1888 (51 & 52 VICT. c. 43).

The question in this case was whether an undersheriff who has presided at the hearing and assessment of damages in an action of tort has power to certify under section 116 of the County Courts Act, 1888, that there was sufficient reason for bringing the action in the High Court. The plaintiff commenced his action in the Birmingham District Registry of the Queen's Bench Division, claiming damages under Lord Campbell's Act for the negligence of the defendants, which had caused the death of his wife. The defendants appeared but delivered no defence, and the plaintiff obtained judgment by default. On the matter coming before the undersheriff of Warwickshire and a jury, the jury awarded £15 damages to the plaintiff, and the undersheriff certified that in his opinion there was sufficient reason for bringing the action in the High Court. Upon taxation the defendants contended that the plaintiff was only entitled to costs on the county court scale, and the district registrar declined to tax on the High Court scale without the order of a judge of the High Court. Pollock, B., dismissed the plaintiff's application for such an order, and the plaintiff now appealed. The County Courts Act, 1888, s. 116, provides that if the plaintiff in an action of tort "shall recover a sum of ten pounds or upwards, but less than twenty pounds, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court unless . . . a judge of the High Court certifies that there was sufficient reason for bringing the action in that court, or unless the High Court or a judge thereof at chambers shall by order allow costs." It was contended on behalf of the defendants that the words in the corresponding section of the County Courts Act, 1867 (30 & 31 Vict. c. 142), s. 5—"the judge"—had the same meaning as the words "a judge of the High Court" in the present Act, and that decisions upon that section shewed that it was competent for an undersheriff to certify: *Craven v. Smith* (L. R. 4 Ex. 146), *Taylor v. Cass* (L. R. 4 C. P. 614). It was stated that it was a common practice for undersheriffs to give such a certificate.

MARSH, J., after reading section 116, said that it was clear that in such cases costs on the High Court scale could only be obtained by one or other of the methods specified in the section, and not by means of a certificate from the undersheriff.

A. L. SMITH, J., thought that the words "judge of the High Court" were inserted in section 116 with the express object of getting rid of *Craven v. Smith* and *Taylor v. Cass*. Appeal dismissed.—COUNSEL, Wilday Wright; Stuart Sankey. SOLICITORS, Wilkinson & Hosack; Munton & Morris, for Sanders, Smith, & Parish, Birmingham.

[Reported by T. E. C. Dill, Barrister-at-Law.]

MILLINGTON v. HARWOOD—13th April.

COUNTY COURT—COSTS—ACTION ON CONTRACT—JUDGMENT FOR £50 AND COSTS—TAXATION—TO WHAT COSTS PLAINTIFF IS ENTITLED—SECTION 116 OF THE COUNTY COURTS ACT, 1888—R. S. C., LXV., 12.

Summons to review a taxation of costs referred to the court by Pollock, B. In an action founded on contract, brought in the High Court and tried before Charles, J., without a jury, the plaintiff recovered a judgment for £50 and costs. The learned judge refused to certify that there was sufficient reason for bringing the action in the High Court, and simply gave judgment for the plaintiff with costs. On the bill of costs being carried in for taxation, the taxing master taxed the plaintiff's costs on the county court scale only, and refused to tax them on the Supreme Court scale. A summons was taken out by the plaintiff asking for a review of this taxation, and that it might be ordered that the plaintiff's costs should be taxed according to the scale in use in the Supreme Court. This summons came before Pollock, B., at chambers, who referred the summons to the court, the question being whether, when a plaintiff in an action of contract recovers a sum of £50 and costs, he is entitled to have High Court costs, or only county court costs. Section 116 of the County Courts Act, 1888 (51 & 52 Vict. c. 43), provides as follows:—"With respect to any action brought in the High Court which could have been commenced in a county court, the following provisions shall apply:—(1) If in an action founded on contract the plaintiff shall recover a sum less than twenty pounds, he shall not be entitled to any costs of the action, and if he shall recover a sum of twenty pounds or upwards, but less than fifty pounds, he shall not be entitled to any more costs than he would have been entitled to if the action had been brought in a county court." R. S. C., ord. 65, r. 12, provides that: "In actions founded on contract, in which the plaintiff recovers, by judgment or otherwise, a sum (exclusive of costs) not exceeding £50, he shall be entitled to no more costs than he would have been entitled to had he brought his action in a county court, unless the court or a judge otherwise orders." For the plaintiff it was now contended that as the sum recovered was just £50, the plaintiff was entitled to costs on the High Court scale; that by section 67 of the Judicature Act, 1873, section 116 of the County Courts Act, 1888, applied to the case, and that the case was within section 116, which deprived a plaintiff of High Court costs only in case he recovered "less than £50," which was not so here; that as the Act of 1888 was later than ord. 65, r. 12, it impliedly repealed so much of that rule as applied to a judgment for £50, and that as section 116 deprived a plaintiff of costs when he recovered less than £50, by implication that meant to give the plaintiff his costs if he recovered £50 or upwards.

A. L. SMITH, J.—This is an appeal by a plaintiff to have his costs taxed on the High Court scale in an action tried before Charles, J., who gave judgment for the plaintiff for £50 with costs. The question is whether or not upon that judgment the plaintiff is only entitled to costs on the county court scale. I have always understood the practice to be that when a plaintiff recovered £50 he got only county court costs; as regards the rule—ord. 65, r. 12—it says that if he recovers a sum not exceeding £50, then he is only to have costs on the county court scale. Now that rule was introduced in 1883, but then it was said that the statute of 1888 has limited or superseded the rule of 1883 upon this point. I do not think that that is so at all. If a person brings an action in the High Court which he could have brought in the county court, then if he recovers less than £20 he gets no costs at all, and if he recovers a sum of £20 or upwards, but less than £50, then he is only to get county court costs. How can it be said that this repeals the rule? I do not read it so, and as the plaintiff here has recovered only £50, the rule says he is to have only county court costs.

WRIGHT, J.—I am of the same opinion. It is quite clear that section 116 does not directly apply to the present case. The argument is that the section is later than the rule and supersedes the rule. Now in order to arrive at that conclusion, namely, that there is an implied repeal of the order, it must be shewn that there is some inconsistency between the section and the order. But there is no such inconsistency, as the rule relates only to part of the same matter to which the Act applies. It is not competent to the court, in my judgment, to imply a repeal when there is no inconsistency. Appeal dismissed.—COUNSEL, Roskill; Shearman. SOLICITORS, Millington & Drew; Gordon & Dalbiac.

[Reported by Sir SHERSTON BAKER, Bart., Barrister-at-Law.]

Bankruptcy Cases.

Re A CONTRACT BETWEEN THE NEW LAND DEVELOPMENT ASSOCIATION (LIM.) AND JAMES FAGENCE—No. 2, 11th April.

BANKRUPTCY—UNDISCHARGED BANKRUPT—AFTER-ACQUIRED PROPERTY—REAL ESTATE—CONVEYANCE BY BANKRUPT—PROPERTY TESTING IN TRUSTEE—RIGHTS OF TRUSTEE—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), ss. 44, 54, 168.

This was an appeal from the decision of Chitty, J. (reported 40 W. R. 295). The question, which was raised by a summons under the Vendor and Purchaser Act, 1874, was how far dealings by an undischarged bankrupt with after-acquired real property were binding on the trustee in bankruptcy. The facts were as follows:—The vendors, the above-named land company, claim one moiety of the property through William Shirley, who was adjudged a bankrupt in July, 1888, and was still undischarged. After the adjudication—viz., in April, 1890—Mrs. Shirley died, having devised the land, the subject of this contract, to her nephews, William Shirley and Joseph Shirley, in equal moieties, and in October, 1890,

William Shirley and Joseph Shirley sold and conveyed their respective moieties to the vendors, who had no knowledge of the bankruptcy. The trustee in bankruptcy did not intervene before the execution of the conveyance, and in May, 1891, the vendors, who were still unaware of the bankruptcy, contracted to sell the property to Fagence, the present purchaser, who searched and discovered the fact of the bankruptcy. As the trustee in bankruptcy declined either to waive his rights or to take any steps to enforce them, but merely insisted that the bankrupt's moiety was vested in him, the purchaser took out this summons for a declaration that a good title had not been shewn, and for a return of his deposit. Chitty, J., decided that the legal estate vested in the trustee immediately on the death of the testatrix, when the devised moiety came into being, and made an order for the return of the deposit with interest at four per cent., and he also declared that the purchaser was entitled to a lien for the same and for his costs as in *Turner v. Marriott* (15 W. R. 420, L. R. 3 Eq. 744). The vendors appealed. It was contended on their behalf that the proposition laid down by the Master of the Rolls and the Lords Justices in the case of *Cohen v. Mitchell* (38 W. R. 551, 25 Q. B. D. 262)—namely, that until the trustee intervened all transactions by a bankrupt after his bankruptcy with any person dealing with him *bona fide* and for value in respect of his after-acquired property, whether with or without knowledge of the bankruptcy, were valid against the trustee—applied to real estate as well as to personal property, and therefore covered the present case.

THE COURT (LINDLEY, BOWEN, and KAY, L.J.J.), without calling upon counsel for the respondent, dismissed the appeal.—COUNSEL, Horace Kent; Ingpen. SOLICITORS, John Hands; Beaumont, Son, & Rigden, for Paine & Brettell, Chertsey, Surrey.

[Reported by W. A. G. Woods, Barrister-at-Law.]

Solicitors' Cases.

Re KNIGHT, KNIGHT v. GARDNER—Kekewich, J., 12th April.

SOLICITOR'S LIEN—FUND REPRESENTING PRODUCE OF REAL ESTATE—CHANGE OF SOLICITORS—CHARGING ORDERS—PRIORITY.

In 1879 an action was commenced for the general administration of the estate of G. K., deceased. An administration judgment was made on the 3rd of May, 1879, and certain inquiries, including an inquiry who was the heir-at-law of G. K., were directed to be made. On the 19th of February, 1880, a receiver was appointed, and he from time to time paid income of the real estate into court. Among the persons who claimed to be the heir-at-law of J. K. was one J. S. P. On the 25th of October, 1882, W. S. P. became the solicitor of J. S. P. and acted as such for about two years, during which time there were several proceedings in the action. On the 12th of November, 1884, E. & Co. became solicitors to J. S. P. in the place of W. S. P. In 1887 the chief clerk made his certificate finding one S. K. to be the heir-at-law of J. K., but his finding was varied by Kay, J., who declared J. S. P. to be the heir-at-law. An appeal was made against this decision, and pending the appeal, on the 19th of October, 1887, another change of solicitors took place, L. S. succeeding E. & Co. On the 4th of November, 1887, while the appeal was still pending, W. S. P. obtained a charging order, declaring him to be entitled to a charge upon the real estate and upon the surplus income thereof for his taxed costs, charges, and expenses as the solicitor of J. S. P. The declaration was expressed to be made without prejudice to the question whether E. & Co. were entitled to a prior charge for their costs, charges, and expenses as solicitor to J. S. P. On the 19th of June, 1889, after the hearing of the appeal, E. & Co. also obtained a charging order, which was made subject to L. S.'s claim in respect of the costs of the appeal. An application was now made to the court to decide in what order the solicitors above named were entitled to be paid their costs out of the fund in court, which represented the income of the real estate, to which J. S. P. was entitled as heir-at-law. On behalf of L. S. it was contended that the case was within the rule laid down in *Cormack v. Beisly* (3 De G. & J., at p. 162), and followed in *Re Wadsworth* (34 Ch. D. 155). On behalf of E. & Co. it was argued that a solicitor's common law lien did not affect real estate (*Shaw v. Neale*, 6 H. L. Cas. 581), that *Re Wadsworth* had been overruled by *North v. Stewart* (15 App. Cas. 452), and that the rights of the solicitors must be governed by the charging orders independent of common law liens.

KEKEWICH, J., said that he considered *Shaw v. Neale* had no application to the present case, which was concerned with what was no doubt the produce, that was the income, of real estate, but which existed in the form of a fund in court recovered by means of the proceedings in the action. In his opinion *Cormack v. Beisly* and *Re Wadsworth* were not affected by *North v. Stewart*. The rule laid down in those two cases was applicable to the present case. He, therefore, held that the order in which the solicitors were entitled to be paid their costs out of the fund was 1st, L. S.; 2ndly, E. & Co.; and 3rdly, W. S. P.; and he further thought that they must add their costs of the application to those otherwise due to them in the action, so that those likewise would be paid in the same order.—COUNSEL, B. Eyre; Ashton Cross; L. H. Jenkins. SOLICITORS, Eyre & Co.; C. T. C. Lewis; Trinder & Capron.

[Reported by JOHN WINKFIELD, Barrister-at-Law.]

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

As a result of the general examination of students of the Inns of Court held at the Inner Temple-hall this month, the Council of Legal Education have awarded to the following students certificates that they have satisfactorily passed a public examination:—

Mahomed Ahmed-Uddin, Middle Temple; William J. M. Allan, Gray's-inn; Rowland Allen, Inner Temple; William C. Arnold, Middle Temple; Ernest J. Bader, Ralph B. Barsdorf, Julian E. Bellamy, and Ernley R. H. Blackwell, Inner Temple; William B. Blackwell, Lincoln's-inn; Frank Brisley, Gray's-inn; Thornton B. Bulmer, Lincoln's-inn; William Burton, Gray's-inn; John C. Caldicott, Inner Temple; William B. Campbell, Middle Temple; the Hon. Arthur A. Capell and Harold C. P. Castle, Inner Temple; George A. Cave-Orme, Middle Temple; Octavius F. Christie, Inner Temple; Charles B. Clapcott, Lincoln's-inn; Walter G. Clay, Inner Temple; John D. Clucas, Dadabhai Mancherji Colah, and Arthur J. Comyn, Middle Temple; Herbert D. Darbishire, Lincoln's-inn; James E. G. de Montmorency, Middle Temple; Anthony N. Denny, Inner Temple; John F. Devenish-Meares, Middle Temple; Reginald Dodd, Lincoln's-inn; Lawrence Duckworth and Elliott Greenidge, Middle Temple; Richard D. Garnons-Williams, and James C. Garrick, Inner Temple; Abdul Hakim Khan and Frank O. Hartley, Middle Temple; John O. Herdman, Inner Temple; Julius Hirschfeld, Lincoln's-inn; Syed Hasan Amam, Middle Temple; Edward Jackson, Inner Temple; Charles R. James, Lincoln's-inn; Ernest Johnson and John G. Johnston, Inner Temple; Moti Lal Kuista, Gray's-inn; Richard O. B. Lane and Charles H. Livesey, Inner Temple; Reginald H. Long-Innes and George R. Lowndes, Lincoln's-inn; Charles G. S. M'Alester and Alexander C. M'Barnet, Inner Temple; Robert W. M'Donald, Middle Temple; Louis N. J. M'Vane, Syed Mahdi-Hasan, and Abdul Majeed Khan, Inner Temple; Edgar J. S. Martin, Middle Temple; Arthur S. May, Gray's-inn; Fatch Chand Mehta and George B. Milne-Redhead, Middle Temple; Manekji Pestanji Modi, Inner Temple; Thomas D. Moorhead and Charles B. Morgan, Middle Temple; Martin H. F. Morris and Francis A. Morton, Lincoln's-inn; Shah Nurullah and Charles A. O'Brien, Middle Temple; Edward T. Packard, Inner Temple; Raoji Bhailal Patel and John F. T. Royds, Middle Temple; Francis X. J. Russell, Inner Temple; Mohammad Shafi, Middle Temple; Courtenay C. Shippard and Mathura Prajada Srivastava, Inner Temple; James Thompson, Middle Temple; Owen Thompson, Lincoln's-inn; Albert Villegas, Middle Temple; Joseph Watson, Gray's-inn; Thomas H. Watson, Lincoln's-inn; William H. Whadcoat, Middle Temple; Robert J. J. Willis, Gray's-inn; Roger G. Woodyatt, Inner Temple; and Mohumad Zahoor, Middle Temple. Of ninety-nine candidates examined, seventy-nine passed. The following students passed a satisfactory examination in Roman law:—Sayyid Zaheer Uddin Ahmad, Middle Temple; Arthur A. Allen, Frederick G. Barker, and Gerald E. Barker, Inner Temple; John R. Barker, Lincoln's-inn; Frederick G. H. Chaderton, Inner Temple; Henry Cockburn, Middle Temple; John J. Congdon, Geoffrey Cornewall, Francis E. Cumming, George P. Devey, and William D. Drysdale, Inner Temple; John P. G. H. Ellis, Middle Temple; Charles H. Falcon, Inner Temple; Alfred M. Folkard and John B. Foulston, Middle Temple; Charles Geake, Lincoln's-inn; John G. Gibson and Laurence Ginnell, Middle Temple; Colley E. G. H. Grattan, Inner Temple; Walter B. Hamilton, Middle Temple; Ali Ahmed Hussainy and Henry D. Hussey, Inner Temple; Wilfrid S. Jackson, Lincoln's-inn; William Jackson and Reginald G. F. Jacobs, Middle Temple; Percival E. Jeeves, Inner Temple; Stanley H. Kelly, Gray's-inn; Pokhray Lall, Middle Temple; Hugh Latham, William W. Legg, and John A. Le Gros, Inner Temple; Edgar S. London, Gray's-inn; James D. Mackenzie and Malcolm M. Macnaghten, Lincoln's-inn; Alfred V. Mason, Middle Temple; Charles D. Moggridge, Sir William L. Napier, and Frank H. Oates, Inner Temple; Denis C. J. O'Connor and William Packer, Middle Temple; Robert W. H. M. Palk, Inner Temple; Francis W. Pixley and Thomas R. Ryder, Middle Temple; Lakhmi Dass Sawhny, Inner Temple; Percy A. Searles, Middle Temple; Francis J. Siltzer, Inner Temple; Aejan Singh and Jugul Kishore Singh, Middle Temple; Cyril Slater, Lincoln's-inn; Archibald F. F. Smith and Frederic A. Speer, Inner Temple; Robert Steven and Charles A. L. Swale, Lincoln's-inn; Fardonjee Pestanji Talevarkhan, Frank Tarry, and Theodore Thomson, Middle Temple; Julian W. W. Weigall, Inner Temple; Rowland E. L. V. Williams, Lincoln's-inn; and Herbert G. Woolf, Inner Temple. Of sixty-nine candidates examined, sixty passed.

JUNIOR CLERKS IN THE OFFICE OF WOODS AND FORESTS.

We understand that an examination will be held on the 12th of July for four clerks in H.M. Office of Woods and Forests. The salary is £100, rising by annual increments of £15 to £250, with prospects of promotion. Candidates must have served for three years in a solicitor's office, and be not less than twenty or more than twenty-five years of age. The subjects of examination are—handwriting, orthography, arithmetic, composition, précis, digesting returns into summaries, law of real property (especially of law of landlord and tenant) and conveyancing. Optional subjects—translation of Latin into English, geography of British Isles, history of England. Great weight is, we believe, attached to the legal subjects. Intending candidates can obtain the necessary forms from the Civil Service Commission, Cannon-row, S.W.

LEGAL NEWS.

APPOINTMENTS.

Mr. ARTHUR WILSON, late a judge of the High Court, Calcutta, has been appointed Legal Adviser and Solicitor to the Secretary of State, in the room of Mr. Charles Pontifex, whose term of office has expired.

Mr. HERBERT WOODHOUSE, LL.D., of Hull, solicitor, has been appointed a Commissioner for Oaths. Dr. Woodhouse was admitted in May, 1885.

CHANGES IN PARTNERSHIP.

DISSOLUTIONS.

HENRY THOMAS PERKINS AND CHARLES ROWE SAWYER, solicitors (Perkins & Sawyer), 23, Laurence Pountney-lane, Cannon-street, London. Oct. 26, 1889.
[Gazette, April 22.]

GENERAL.

It is stated that Sir Charles Butt is improving in health, but is still staying at Wiesbaden.

The following are the arrangements made for hearing probate and divorce causes during the ensuing Easter Sittings:—Causes for hearing before the court itself will be taken on April 26th and the following days—(1) undefended matrimonial, (2) probate, (3) defended matrimonial. Jury causes will not be taken during the Easter Sittings. Summons before the judge will be heard in chambers at 10.15, and motions will be heard in court at 11.30, on April 26th and on every succeeding Tuesday during the sittings. Summons before the registrars will be heard at the Probate Registry, Somerset House, on each Monday and Thursday during the sittings, at 11.30.

In Committee on the Evidence in Criminal Cases Bill, which provides that every person charged with an offence, and the husband or wife, as the case may be, of the person so charged, shall be a competent witness, Mr. Knox, says the *Times*, will move amendments substituting the words "indicted for a felony or misdemeanour" for "charged with an offence" and limiting the application of the Act to Great Britain. Baron Dimsdale intends to move the insertion of a new clause empowering courts to assign legal assistance to the accused in criminal cases when the person about to be tried has not the means wherewith to brief an advocate, the remuneration of such advocate being paid in England and Ireland as if it were part of the expenses of a prosecution for felony, and in Scotland out of the county general assessment made and levied in terms of the County General Assessment Act, 1868.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON			
	APPEAL COURT No. 2.	Mr. Justice CHITTY.	Mr. Justice NORTH.
Monday, May	2 Mr. Lavy	Mr. Bea	Mr. Pemberton
Tuesday	3 Carrington	Pugh	Ward
Wednesday	4 Lavy	Beal	Pemberton
Thursday	5 Carrington	Pugh	Ward
Friday	6 Lavy	Beal	Pemberton
Saturday	7 Carrington	Pugh	Ward
	Mr. Justice STIRLING.	Mr. Justice KEKEWICH.	Mr. Justice ROMER.
Monday, May	2 Mr. Clowes	Mr. Leach	Mr. Farmer
Tuesday	3 Jackson	Godfrey	Rolt
Wednesday	4 Clowes	Leach	Farmer
Thursday	5 Jackson	Godfrey	Rolt
Friday	6 Clowes	Leach	Farmer
Saturday	7 Jackson	Godfrey	Rolt

COURT OF APPEAL.

EASTER Sittings, 1892.

APPEAL COURT I.—NOTICES.

N.B.—Queen's Bench Interlocutory Appeals will be taken in Court I. on Tuesday, April 26, and afterwards on every Monday in Easter Sittings.

N.B.—Subject to Interlocutory Appeals on Mondays and Bankruptcy Appeals on Fridays, the New Trial Paper will be taken in alternate weeks as heretofore, commencing on Tuesday, April 26, if there are not enough Interlocutory Appeals for that day. If there should be sufficient Interlocutory Appeals for Tuesday, then the New Trial Paper will be taken on the next day, Wednesday, April 27, and following days in that week.

SPECIAL NOTICE.—The Queen's Bench Final Appeals and the New Trial Paper will be taken in alternate weeks as stated on the Sittings Paper, viz., commencing with the New Trial Paper in the first week and Final Appeals in the second week, but if the New Trial Paper is disposed of before the end of the Sittings, then the Final Appeal will be taken every week during the remainder of the Sittings.

On Mondays and Fridays Final Appeals or New Trial Motions will only be taken when there are not enough Interlocutory or Bankruptcy Appeals for a day's Paper.

N.B.—Admiralty Appeals (with Assessors) will be taken in Court I. on days specially appointed by the Court, notice of which will appear in the Daily Cause List.

APPEAL COURT II.—NOTICES.

N.B.—Interlocutory Appeals from the Chancery and Probate and Divorce Divisions will be taken in Court II. on Tuesday, April 26, and afterwards on every Wednesday in Easter Sittings. If there are not enough Chancery Interlocutory Appeals for Tuesday, probably two or three Chancery Final Appeals will be added to the Paper for that day.

N.B.—Subject to Chancery Interlocutory Appeals on Wednesdays, Chancery Final Appeals will be taken every day in Court II. until further notice.

Appeals from the Lancaster Palatine Court (if any) will be taken in

Court II. on Thursday, April 28, on Thursday, May 5, and on Thursday, June 2.

Lunacy matters will be taken in Court II. on every Monday, at 11 o'clock, until further notice.

N.B.—When the Interlocutory Appeals are not enough for a day's Paper Chancery Final Appeals will be added on Interlocutory days.

APPEALS FOR HEARING

(Set down to Thursday, April 14, inclusive).

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

For Judgment.

In re Samuel Hurst, dec, Addison v Topp app of plt from order of Mr. Justice Chitty, on further consideration, dated Feb 4, 1891 (c. a. v. April 4, present Lords Justices Lindley, Bowen, and Kay)

For Hearing.
(Final List.)
1892.

In re Met Coal Consumers' Assoc Id & Co's Acts app of P Karberg from refusal of Mr Justice Kekewich, dated Feb 10, to exclude name from list of contributors (pt hd 12 April, present Lords Justices Lindley, Bowen, and Kay)

West of England Paper Mills Co, Id (in liquidation) v Gilbert app of deft T Gilbert from judgt of Mr Justice Romer, dated Dec 3, 1891 Jan 2 (security ordered Jan 27)

In re Ormerod, Grierson, & Co & Co's Acts app of F J Read, a debenture holder, from order of Mr Justice Stirling, dated Dec 2, directing payment of rent, &c, by debenture holders personally, with cross-notice of contention by official liquidator Jan 13

Allen v Clydesdale Bank, Id app of defts from judgt of Mr Justice Romer, dated July 23, 1891 Feb 1 (not before June 4)

Webb v Feast app of deft from order of Mr Justice Chitty, dated Oct 27, 1891, adopting referee's amended report and dismissing appln to vary c cert Feb 13 (security ordered Feb 24)

Aplin v London Joint Stock Bank app of defts from judgt of Mr Justice Kekewich, dated July 1, 1891 Feb 25

Scott v Snyder Dynamite Projectile Co, Id app of deft Co from judgt of Mr Justice A L Smith (for Mr Justice Romer), dated Feb 19, 1892 Feb 28 (security ordered March 30)

James v Jones, Slater v Jones app of plt M Slater from order of Mr Justice Kekewich, dated Feb 11, 1892 March 2

Richards v Witham app of plt from jdgt of Mr Justice Kekewich, dated Dec 17, 1892 March 3

Rogers v Rice app of plt from jdgt of Mr Justice Kekewich, dated Feb 5, dismissing sumns for relief against forfeiture under lease March 7

In re J Murray, dec Murray v Murray app of deft, J H Murray, from jdgt of Mr Justice North, on originating sumns, dated Jan 21, 1892 March 9

Western Counties Ry Co v Anderson app of plt from jdgt of Mr Justice Romer, dated Dec 5, dismissing action for specific performance, and cross notice of contention by dfts other than Corp. March 10

Baring v Abingdon app of plt from jdgt of Mr Justice Stirling, dated Aug 5, dismissing action to establish rights of common over waste lands of Banstead March 10

International Cable Co v Suren, Hartman & Co (W T Henley's Telegraph Co Id 3rd parties) app of 3rd parties from jdgt of Mr Justice Mathew (for Mr. Justice Stirling), dated Dec 8, 1891 March 14

Barker v Webber app of deft R Barker from judgt of Mr Justice A L Smith (for Mr Justice Romer) dated Feb 24, declaring appln liable to pay to settlement trustees March 17

In re The New Brunswick Trading Co of London & Co's Acts (priority of clnts) app of Wm Tucker (judgt creditor and garnisher) from order of Mr Justice Stirling, dated Jan 13, for payment of call to debenture holders March 18

FROM THE QUEEN'S BENCH AND ADMIRALTY DIVISIONS.

For Judgment.

Ratcliffe v Evans (new trial) app of deft for judgt or new trial on app from verdict and judgt, dated July 31, at trial before Mr Commissioner Bompas, QC, with a jury at Chester (c a v Jan 20—present, Master of Rolls and Lords Justices Bowen and Fry)

Ship Zeta W H Turner v Mersey Docks & Harbour Board app of plt from judgt of the President, dated 27 Feb, 1891, without assessors (c a v Feb 15—present, Master of Rolls and Lords Justices Fry and Lopes)

The Companhia Moçambique & ors v The British South Africa Co app of plt from order of Justices Lawrence and Wright, dated Feb 26, in favour of dfts on points of law raised in par 2 of reply De Sousa v The British South Africa Co app of plt from similar order as in previous case (c a v April 1—present, Master of Rolls and Lords Justices Fry and Lopes)

For Hearing.
Final List.
1891.

Dobbs v Brain & anr app of plt from judgt of Baron Pollock, dated June 19, at trial without a jury in Middlesex, pt hd June 25 (pt hd Jan 28—present, Master of Rolls and Lords Justices Bowen and Fry)

Williams v London & North Western Ry Co app of defts from judgt of Mr Justice Charles, dated May 8, delivered in London after trial without a jury at Birmingham August 4

Elliott v Chappell app of deft from judgt of Mr. Justice Hawkins, dated 14 Nov delivered in London on fur con after trial without a jury on 9 Aug at Birmingham Dec 12

The Castlegate Steamship Co v Arthur Dempsey & Co app of defts from judge of Mr Justice Wright, dated 28 Nov in London after trial without a jury at Liverpool Dec 23

1892.

Bull v Baldwin & anr appeal of plt from judgt of Mr Justice Vaughan Williams, dated Jan 15, at trial without a jury in Middlesex Jan 22 The Mayor, &c of New Romney v Commrs of Sewers of New Romney app of plt from the Lord Chief Justice, dated Dec 21, at trial without a jury in Middlesex Jan 26

Willets v Watt & Co (Q B Crown Side) app of plt from jdgt of Justices Hawkins & Wills, dated Jan 22 on defts' motn for judgt, after trial in County Court Jan 27

Fry v Glover app of plt from jdgt of non-suit by Mr. Justice Grantham, dated Jan 15, at trial with a common jury in Middlesex Jan 28

Thin & anr v Richards & Co app of defts from jdgt of Mr. Justice Day, dated Jan 15, at trial without a jury at Guildhall Feb 1

London County Council v Churchwardens & Overseers of Erith Union and Dartford Union Assessment Committee (Q. B Crown Side) app of London County Council from order of Justices Hawkins & Wills, dated Jan 21, refusing to quash order against poor rate made by justices on appeal to sessions on case stated Feb 2

Dalton Time Lock Co, ld v Dalton app of pltff from judge of Mr Justice Mathew, dated Jan 21 at trial without a jury in Middlesex Feb 4

Vestry of St Giles, Camberwell v Crystal Palace Co app of deft Co from judge of Mr Justice Day, dated Jan 11, at trial without a jury at Guildhall Feb 5

Spain & ors v Poole app of deft from judge of Mr Justice Cave, dated Jan 25, at trial without a jury in Middlesex Feb 9

Hooke v Van Laan app of deft from judge of Mr Justice Cave, dated Jan 25, at trial without a jury in Middlesex Feb 10

Eggar (trustee, &c) v Brooker app of deft from judge of Mr Justice Charles, dated Feb 2, at trial of interpleader issue after judgt obtained under Order 14. Feb 10

Infringement of Copyright Lucas v Williams & Sons, Mendoza v Williams & Sons Berlin Photographic Co v Williams & Sons (consolidated by order) app of defts from judge of Mr Justice Collins, dated Jan 29, at trial with a common jury at Guildhall Feb 11

FROM THE QUEEN'S BENCH DIVISION.

New Trial Paper.

1892.

Hogarth v Jennings appn of pltff for judgt or new trial on appl from verdict and judgt, dated 14 Dec, at trial before Mr Justice Collins and a special jury in Liverpool Hogarth v Jennings appn of deft for judgt as to alleged slander or new trial Jan 21

Nyburg v Handelaar appn of plt for judgt or new trial on appl from verdict and judgt, dated Feb 27, at trial before Mr Justice A L Smith and a common jury in Middlesex March 4

Kelly v Rodgers appn of deft for judgt or new trial on appl from verdict & judgt, dated March 3, at trial before Mr Justice Mathew with a jury in Middlesex March 11

Giddy & anr v Lady Ross appn of pltffs for judgt or new trial on appl from verdict & judgt, dated Mar 5, at trial before Mr Justice Vaughan Williams, and a common jury in Middlesex March 16

Tebbut v Addy appn of defendant for judgt or new trial on appl from verdict and judgt, dated Mar 8, at trial before Mr Justice Lawrence & a special jury at Lincoln March 19

Attorney-General at relation of Mayor, &c, of Tynemouth (acting as Urban Sanitary Authority) v North Shields Water Works Co appn of deft Co for judgt or new trial on appl from verdict and judgt, dated March 11, at trial before Mr Justice Wright and a special jury at Newcastle March 23

Scarles v Starlett appn of plt for jdgt or new trial on appl from verdict and jdgt dated Mar 11, at trial before Mr Justice Day & a special jury at Maidstone Mar 28

Bawden (admx &c) v London, Edinburgh, & Glasgow Asse Co, ld appn of deft for jdgt or new trial on app from verdict & jdgt, dated Mar 7, at trial before the Lord Chief Justice and a special jury at Carlisle March 28

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

EASTER SITTINGS, 1892.

Causes for Trial or Hearing.

(Set down to Thursday, April 14th, inclusive.)

Motions, Petitions, and Short Causes will be taken on the usual days, as stated in the Easter Sittings Paper.

Mr. Justice Chitty will take Witness Actions on the following days—viz., May 10, 11, 12, 17, 18, 19. In the weeks when Non-Witness Actions are taken, Further Considerations will be taken on Tuesdays. In the weeks when Witness Actions are taken, Further Considerations will not be taken on Tuesdays, but may be taken on Saturdays.

Mr. Justice North and Mr. Justice Stirling will give directions as to the order in which Causes and Further Considerations will be taken in their lordships' courts, after the commencement of the Sittings, of which notice will be given on the Daily Cause List.

Mr. Justice Kekewich will proceed with the business in his lordship's court for Easter Sittings as follows:—"Appleton v. Leeds Corporation," Action with Witnesses, to be argued on costs only, will be at the head of the paper on Wednesday, April 27. "Gadd v. Corporation of Manches-

ter," Action with Witnesses, will be resumed on Tuesday, May 3. With these exceptions no Action with Witnesses will be taken until the Actions and Matters Without Witnesses appearing in the printed List have been exhausted. They will be taken in the following order: 1st, Adjourned Summons; 2nd, Further Considerations; 3rd, Non-Witness Actions. His lordship will take Liverpool and Manchester Business as follows:—Motions on days appointed for Motions, Short Causes, Petitions, and Adjourned Summons on Saturdays. Summons in Chambers on Friday afternoons. Liverpool and Manchester Summons will be taken on alternate Fridays, commencing with Liverpool Summons on Friday, April 29.

Mr. Justice Romer will take Witness Actions every day in the order as they stand in the Cause Book.

Summons before the judge in chambers.—Justices Chitty, North, Stirling, and Kekewich will sit in court the whole day on every Monday during the sittings to hear chamber summonses.

Summons adjourned into court will be taken as follows:—Mr. Justice Chitty, with Non-Witness Actions, except Procedure Summons, which (if any) are taken every Saturday; Mr. Justice Stirling, with Non-Witness Actions. Justices North and Kekewich on Fridays and Saturdays.

N.B.—The above Note as to Chamber and Adjourned Summons is subject to alteration as their lordships may direct.

Before Mr. Justice CHERRY.
Causes for trial (with witnesses).
Evans v Melville (now Lord Leven) act
(restored, but not before Trinity Sittings, by order)
Skelton v Schwabe act (restored after action revived)
Lindsay v Curtis act
Bonham (married woman) v Ellis act (S O till June)
Hill & Paddon v Fuller act (1890 H 3803) transferred from Q. B Division Bailey v Fuller act (1890 B 4578) transferred from Q. B Division Fuller v Hill & Paddon act (1891 F 1681) Fuller v Bailey act (1891 F 1682)
Marquess of Aylesbury v Darling act
Richmond Main Sewage Board v Dickinson act (S O Trinity Sittings)
The New Venture Witwatersrand Gold Mining Co, ld v Hartmont act
Insole v The Coed Cae Coal Co, ld act
Osborne v Aaron Reefs ld act
Betjemann v The Yale Lock Co act
Walker v Walker (1891 W 1241) act for rectification Walker v Walker (1881 W 4839) motn of plt for payment out Walker v Walker (1881 W 4839) motn of plt for payment out Walker v Walker (1881 W 4839) plt's motn to adopt final report Walker v Walker (1881 W 4839) plt's motn to vary Official Referee's Report Walker v Walker (1881 W 4839) Plt's motn for damages on sale of Glasgow property (The five motions restored to come on after the rectification action in the Witness List, by order)
Jessop v Bambridge act
Longman v Davis act
Porter v Snell act
Goldstein v Dyne act
The Persian Investment Corporation, ld v Prince Malcolm Khan act
In re Dawson, dec Johnston v Todd act
Bouts v Stebbing act & motn for judgt
Jones v Insole act
Wallis v Hand act
Saw v Angerstein act
Carew v O'Halloran act
Brown, Janson & Co v Bowker act
In re The New Wire Wove Roofing Co, ld, & Co's Acts Expte Hart adjd sumns for removal from Register Liberty to cross-examine on affidavits, by order
Bending v Stokes act
David v Williams act
Hembrow v Talbot act
Goodrich v Ashbee act
Attorney-General v Sims act
Bolland v Unwin act
Edwards v Edwards act
Tennick v Tennick act
King v Hely-Hutchinson act
Turnbull v Harrison-Watson act
Coleman v Shaw act
Walker v Mitchell act
Nelson v National Life Assurance Society act
Minckley v Abrahams act
Riddell v Durnford act
Wilson v Dolby act
In re Black's Policy Moneys, Black v Smith issue for trial with liberty to cross examine on affts Lewes v Harwood act
Jenkin v Jenkin act
J T Druce & Sons, ld v Ebbswith act
Revell v Read act
Tullis v Jackson act
Reed v Aver act
Smith v Roots act
Franckeiss v Baverstock act
Parry v Parry act
Carter v Carter act
Hogan v Crowther act
Felton v Read act
Ackroyd v Baker act

Before Mr. Justice NORTH.
Causes for trial (with witnesses).
Drapier v Clench Clench v Draper acts consolidated
In re King Portway v Beeching act & adj sum
Bentinck v London Joint Stock Bank ld act pt hd (revived by order)
In re Lee Lee v Dickinson act
Coxon v Schofield act
Morris v Speyer act
Speyer v Morris act
Tindall v Castle act
Finch v The Quebrada Ry, Lead, & Co, ld act
Pratt v Pratt act
In re Champion Dudley v Champion act
Baker v Hewitt act
In re Ford Baker v Mayo act
In re Frewen Hall v Frewen act
Ponsonby v Sheldon act
Kell v Armitage act
Lacon v Sadd act & m f j
Eyre v Rodgers act
Batt & Co v Hogermeil act
Smith v Davis act
Blake v Solomon act
Baker v Williams act
George v Inston act
Harrison v Freeth, Rawson, and Cartwright act
Ellis v Hills act
In re Webster Webster v Webster act and m f j
In re Bateson Yoxall v Simpson act
Turrell v Brown act
Hepburn v Wigan act
Hasluck v Clayton act
Hasluck v Tress act

Hasluck v Henderson act	Warren v Warren act	Corbett v Saffery act
Eliot v Mayor, &c., of Bristol act	Lowe v Morrill act	Tester v Hedcock act
Evans v Jones act	Johnson v Hawley & Bridgwood act	Miles v Berridge act
In re Co of Financiers, Id & Co's Acts motn to rectify register	Hazell v London County Council act	Fenner v Hollway act
Vipont v Butler act	Easton v Penny act	In re Grover Aworth v Grover act
Hopcraft v Bellite Explosive, Id act	Filmer v Cook act	James v Isaac act
Roper v Foord act	White v Pottow act	Marsh v White White v Marsh action
Parker v Dale act	Willett v Boulton act & petn of W Boulton	Thomas v Morgan act
Local Bd of Hanwell, Middx v Weirham act	Milton v Milton act	In re the Patents, Designs & Trade Marks Acts, 1883 to 1888, and Trade Marks Nos 96822 & 96823, registered on 24 May, 1890, by Garcia Hno Y Ca Sucs motn to rectify register (set down in witsn list by order) dated 5 May, 1891
In re Clarke Harding v Clarke adjd sumns	Burnay v Ambaca Ry Construction Co, Id & ors act	Official liquor of the Trafalgar Co Id v Francis action for trial and 3rd party notice of deft W J Francis to W T Holland
Freeman v Greig act	Before Mr. Justice ROMER. Causes for trial (with witnesses).	Hall v Thompson act & m f j
British Electric Light Co v Wood- house, &c Co, Id act	J B Orr & Co, Id v J B Orr act	Walker v Walker act & m f j
Brodgen & Sons, Id v Lancaster Bankg Co act	Universal Stock Exchange, Id, v Stevens act Stevens v Universal Stock Exchange, Id act	Micklethwait v Vincent act not before May 18
Bromilow v Phillips act	The Brewers' Investment Corp., Id, v Rowlands Rowlands v The Brewers' Investment Corp., Id	Bailey v Greenwood & Son act
Lord Ashburton v Worthington act	Bell v The Brewers' Investment Corp., Id act restored	Smith v Dickinson act
Goddon v Holdaway act	Transferred for Trial or Hearing only, pursuant to Order dated the 22nd August, 1891.	Gill v Green act
The Quorn Ranche Co, Id v Martin act	Lewis v Marquis of Ailesbury act	Cooke v Collins act
The Quorn Ranche Co, Id v Martin act	Elkington & Co, Id v Hurter act	Smith v Botolph & Nicholson's Wharves Co Id act
In re Scovell Scovell v Scovell act	Lord Hatherton v South Stafford- shire Water Works Co act	The Corporation of the Royal Ex- change Assoe v Tod act
Boucher v Wilkinson interpleader issue	Wellby v Still act	Duke of Northumberland v North Eastern Ry Co act
Heinekey v Harrison act	Siemens v Taylor act	In re Banks Blower v Thomas act for trial
Fox v Jerome act	Lyric Theatre Id v Cordingly act	Joselyne v Upton action
Selby v Shortlands, &c Ry Co act	Neville v Lloyd act	Gadd & Mason v Haslingden Union Gas Co act
Williams v Smith act	Davis v Mills act	David v Sabin act
Withers v Carwardine & Co act	Hawkesley v Outram Hawksley v Outram Outram v Hawksley act (claim and counter-claim)	Binney v Clarke act
Brandon v Walker act	Lees v West London Cycle Co act	Imbert-Terry v Myers act
Mayer v Godfrey act	Lane v Capsey act and m f j	In re Naylor Hodson v Sergeant act
Salmon v Salmon act	Burdett v Eldershaw act	Gordon v Ferris act
Manghfling v Jackson act	Everett v Pennington	Maddock v Girardot act
Attorney-General v Fareham Guardians adjd sumns (cross-examn in Court)	Williams v Jenkins act	Ramuz v Southend Local Board act
In re Robinson Robinson v Grindell act	French v Burchell act	Wray v Steven act
Attorney-General v Wethered act	Tucker v Cooper act	Hewitt v Cranidge Cranidge v Hewitt act claim & counter- claim
Lee v Pawley act	Smelt v Broughton	Ellleton v Carpenter act
Before Mr. Justice STIRLING. Causes for Trial (with witnesses).	In re Llanwer Llanwer v Rayden act	Vevers v Green act (restored)
In re J Davis Joseph v Davis act (to come on with another action when set down)	In re The Canadian Direct Meat Co, Id & Co's Acts, 1862 & 1867 adjd sumns, dated Jan 8, 1891, by P M Coombs & ors	(The whole of the above lists to be continued.)
Tadman v Needes act	Grosz v Brown act	
Attorney-General v London & Hampshire Canal, &c, Co act		
McCarthy v Lennox act (not before 9 Feb)		
Ingram v Dodds act & m f j pthd (27 April)		
In re Davidson Davidson v Murphy 1st day of witsn acts		
Paine, Rogers, & Co, Id v Collard act		
In re The Liberian Govt Conces- sions, &c, Co's Acts motn		
Reveliere v Gateley act & motn by order		
Hopcraft v Hopcraft act & m f j		
In re Robinson Notley v Robinson act & m f j		
In re Powers Manisty v Archdale act & m f j		
Wharton v The Queen petn of right		
Sanders v Reed act		
Arden v Hilditch act		
In re Tatham Bensuado v Hastings adj sumns (witsn list by order)		
In re Chad Street v Stogdon act & m f j		
In re Tiller Coppinger v Tiller act		
Pilbeam v English act		
Lavington Bros v Hudson act (not before 3 May)		
Spicer v Roberts act		
Bliss v Emanuel act		
Empire of India Corporation v Scararamaga act		
Lancashire v Smith act & m f j		
London & South Western Bank v Michels act & m f j		
Grace v Booth act		
In re Helmore Helmore v Helmore act	Warren v Warren act	
Stainforth v Elborne act	Lowe v Morrill act	
In re G W Simpson's Patent, No 9250 of 1890 petn (witsn list by order)	Johnson v Hawley & Bridgwood act	
In re J Andrews & Trustee Act adjd sumns (witsn list by order)	Hazell v London County Council act	
In re Mann & Taylor adjd sumns (witsn list by order)	Easton v Penny act	
In re The Ardleigh Bread Co & Co's Acts adjd sumns (witsn list by order)	Filmer v Cook act	
Vincent v Redhouse act	White v Pottow act	
Bread Union, Id v Cantrell act	Willett v Boulton act & petn of W Boulton	
Clarke, Nicholls, & Coombs, Id v Griffiths & Co act	Milton v Milton act	
Leathes v Butler act	Burnay v Ambaca Ry Construction Co, Id & ors act	
Bell v Snyder Dynamite Projectile Co Id act	Before Mr. Justice ROMER. Causes for trial (with witnesses).	
Wise v Miller act	J B Orr & Co, Id v J B Orr act	
Moore v Moore act	Universal Stock Exchange, Id, v Stevens act Stevens v Universal Stock Exchange, Id act	
Bradley v Humphrey act	The Brewers' Investment Corp., Id, v Rowlands Rowlands v The Brewers' Investment Corp., Id	
Stephens v Braithwaite act	Bell v The Brewers' Investment Corp., Id act restored	
Tremville v Christie		
Thompson v Gibb act (not before 14 June)		
Clements v Stretton act		
Murray v Lewis act		
Fowke v Deacon act		
Before Mr. Justice KEKEWICH. Causes for trial (with witnesses)		
Paine v Thompson act (advanced to head of list, by order)		
Jones v The Steamship Cairngoun, Id act (Trinity Sittings)		
Cameron v Dandicole & Gandin, Id act (S. O. until hearing of two other acts)		
Cameron v Stretton, Hilliard, Dale & Newman act (S O one month after hearing of two other acts)		
Gadd v Mayor, &c, of Manchester, act pthd		
Hesketh v London & N W Railways act		
Talbot v Chiswick Local Board act		
Venables v Baring Bros & Co act		
Thomas v Griffiths act		
Hobson v Clifford act & m f j		
Gape v Taylor act		
Blairing v Medhurst act & point of law		
Ford v Hawley act (not before May 10)		
Baxter v Emmerson act		
Sutton, Carden, & Co Id v British Equitable, &c, Co act		
Quarmby v Fryer act		
Webb v Bowen act		
Swansea, &c, Iron Co v Mannesman Tube Co, Id act		
Bright v Dewar act		
Bevan v Arkell act		
Coward v Steele act		
Mitchell v Baker act		
Baker v Kinnell act		
Mander v Falcke act & m f j		
Hutton v Allbutt act		
Foulkes v Hitchcock act & two third party notices		
Hughes v Robbins, Billing, & Co act		
Carter v Haldeman act & m f j		
Curwood v Jennings motn		
McLay v Hill act		
Bainbridge v Edwards act		
Rickarby v Strong act		
Cornwell v Sedger act		
Hickman v Berens act		
Baker v Kent, Sussex, &c, Society, Id act		
Hankin v Hore act		
White v Hart act		
Graham v Graham act		
Bradford v Greta Colts, Id act		
Bease v Luson act		
Laine v Herold act		
Kennedy v Jones act		
Page v Cloete act		
Bentinck v Union District Co of London, Id act (Trin Sittings)		

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.
 COLLINS.—April 26, at 20, Sloane-gardens, S.W., the wife of Carteret F. Collins, barrister-at-law, of a daughter.
 JOHNSTON.—April 15, at 8, Atholl-place, Edinburgh, the wife of William Campbell Johnston, Writer to the Signet, of a daughter.
 SMITH.—March 21, at Perth-y-terfyn, Holywell, the wife of Harry T. Smith, solicitor, a daughter.

MARRIAGES.

CHOLMELEY.—April 21, at Swaby, Lincolnshire, Montague Francis Cholmeley, solicitor, to Mabel Adye, second daughter of the Rev. James Cholmeley, rector of the parish.
 JANSON—ELLACOMBE.—April 20, at St. Mary's, Bitton, Gloucestershire, Frederick Arthur Janson, second son of Frederick Halsey Janson, solicitor, of 60, Westbourne-terrace, and 41, Finsbury-circus, London, to Isabella Hannah (Lily), third daughter of the Rev. Canon Ellacombe.

LAMB—BATTY.—April 20, at St. Nicholas' Church, Liverpool, John Lamb, of Birkenhead, solicitor and registrar of the Altringham County Court, to Emmeline Agnes, third daughter of the late Rev. Robert Eaton Batty, M.A., of Birkenhead.

MILLER—URWICK.—April 20, at Holy Trinity Church, Clapham-common, Taverner Brice Miller, solicitor, of 12, Savile-row, W., to Grace, third daughter of William Henry Urwick, of Stover House, Clapham-common.

PEARCE—TOLL.—April 20, at the parish church of Old Malden, Surrey, James Alfred Pearce, of Devonport, solicitor, to Fanny, third daughter of William Andrew Toll, of Worcester-park, Surrey.

STEVENSON—EVERALL.—April 20, at the Chapel Royal, Savoy, William Hugh Stevenson, barrister-at-law, Inner Temple, to Maud, youngest daughter of the late John Everall, solicitor, Nottingham.

DEATHS.

BROWNE.—April 12, at 16, Westbourne-park-villas, George Lathom Browne, barrister-at-law, Middle Temple, Midland Circuit, aged 76.
 JOHNSON.—April 14, at Holm Lee, Emily Sarah, the wife of Samuel George Johnson, town clerk and clerk of the peace, Nottingham.

WARNING TO INTENDING HOUSE PURCHASERS & LESSERS.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, next the Meteorological Office, Victoria-st., Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[Adv't.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, April 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

GOSSELL, GRANT, & CO, LIMITED.—Petition for winding up, presented April 21, directed to be heard before Chitty, J., on April 30. Rising & Ravenscroft, Leadenhall st, solors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

GOTHIC GLASS AND BOTTLE WORKS, LIMITED.—Creditors are required, on or before May 21, to send their names and addresses, and the particulars of their debts or claims, to Lionel Henry Lemon, 4, King st, Cheapside.

HEYWOOD CHEMICAL CO, LIMITED.—Petition for winding up, presented April 14, directed to be heard before Stirling, J., on Saturday, April 30. Pritchard & Co, Little Trinity lane, agents for Lambert, Manchester, solor for petitioner. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

NEW MASHOALAND EXPLORATION CO, LIMITED.—Petition for winding up, presented April 20, directed to be heard on Saturday, April 30. Saunders & Co, Coleman st, petmr's solors. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

TRUMLY NORMANTON COLLIERY CO, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims to Francis Emmanuel Moore Beardall and Thomas Hodgson, 25, Booth st, Manchester. Ormerod & Allen, Manchester, solors for liquidator.

ROBERTS CAPSULE STOPPER CO, LIMITED.—Petition for winding up, presented April 21, directed to be heard before North, J., on May 7. Robinson & Co, Lincoln's inn fields, agents for Fitter, Birmingham, solor for petitioner. Notice of appearing must reach Messrs. Robinson & Co not later than six o'clock in the afternoon of May 6.

T. H. BRACKEN & CO, LIMITED.—Petition for winding up, presented April 14, directed to be heard on Saturday, April 30. Munns & Longden, Old Jewry, solors for petitioners. Notice of appearing must reach the abovenamed not later than 6 o'clock in the afternoon of April 29.

London Gazette.—TUESDAY, April 26.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

C. H. HEALING, LIMITED.—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to John Henry Jenks, 43, New Broad st, Savage, Ludgate hill, solor for liquidator.

CODY'S WHITE LEAD CO, LIMITED.—Creditors are required, on or before June 6, to send their names and addresses, and the particulars of their debts or claims, to Herbert James Pratt, 9, Old Jewry chmbrs. G. & W. Webb, Austinfriars, solors for liquidator.

GENTRY & CO, LIMITED.—Creditors are required, on or before June 10, to send their names and addresses, and the particulars of their debts or claims, to Thomas Maidment, Whittington chmbrs, Southsea. Blake & Co, Portsmouth, solors for liquidator.

MERCURY TYPE-WRITING MACHINE CO, LIMITED.—Creditors are required, on or before June 8, to send their names and addresses, and the particulars of their debts or claims, to Cecil Urquhart Fisher, 45, Holborn viaduct. Paddison & Co, Gray's inn sq, solors for liquidator.

MID-KENT FRUIT FACTORY, LIMITED.—By an order made by North, J., dated April 2, it was ordered that the voluntary winding up of the said factory be continued. Bower & Co, Bream's bridge, Chancery ln, agents for Stephens & Urmston, Maidstone, petmr's solors.

SCHOOL-STREET MILLS MANUFACTURING CO, LIMITED.—Creditors are required, on or before May 25, to send their names and addresses, and particulars of their debts or claims, to George Henry Russell, 49, Hanging ditch, Manchester Innes, Stalybridge, solor for liquidator.

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 19.

COSGRIFF, JOHN, Liverpool, Trunk Manufacturer. May 12. Fresson v Mallon, Registrar, Liverpool. Williamson, Liverpool

London Gazette.—FRIDAY, April 22.

BELL, ASAHEL PILKINGTON, Liverpool, Civil Engineer. Aug 2. Bell v Bell, Kekewich, J. Taylor, Manchester

WILSON, THOMAS, Cheapside, Stationer. May 10. Wilson v Wilson, Stirling, J. Rossiter, Coleman st

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Apr. 15.

ADAMS, JOHN FOSTER, Over Whitacre, co Warwick, Gent June 12. Slater & Co, Darlaston, Staffs

ADDISON, THOMAS, Stourbridge, Builder. May 12. C & A Addison, 51, Hagley rd, Stourbridge

ALCOCK, ELIZABETH, Southsea June 1. Pollock & Co, Lincoln's inn fields

ARMSTRONG, WILLIAM WINGFIELD, Southfeet, nr Gravesend, Esq June 1. Troughton, Gravesend

BACHAM, BENJAMIN BACHAM, Sherrington, Norfolk, Shopkeeper. May 7. Cook, Sherrington

BRIDGE, WALTER, Nutford pl, Edgware rd, Gent May 25. Evans, Theobald's rd, Bedford row

CLERO, ELIZABETH VENABLES, Hough grn, Saltney rd, nr Chester June 30. Withington & Co, Manchester

COOK, THOMAS, Newton upon Trent, Lincs, Yeoman May 27. Toynbee & Co, Lincoln

DANIELL, EDWIN GREEN, Claygate, Surrey, retired Lieutenant-Colonel May 18. Chappell & Griffith, Golden sq

DAVIDSON, MARY ANN, Morpeth, Northbrid. May 25. Brett, Morpeth

DICKINSON, HENRY, Harpenden, Herts, Gent June 24. Rose-Innes & Co, Billiter sq bldgs

DICKINS, EDWARD, Grandboro', Bucks, Farmer May 18. Bullock, Winslow

DIXON, MARY CATHERINE, West Kennington grdns June 11. Dixon & Co, Lancaster pl, Strand

DOBSON, FRANCES HAIGH, Lee, Kent. May 30. Parker & Parker, Selby

DOUGLAS, OWEN, Woodford own Membris, co Northampton, Farmer May 7. Roche, Daventry

FAIRLESS, ELIZABETH CATHERINE, Jesmond rd, Newcastle upon Tyne May 2. Clayton & Gibson, Newcastle upon Tyne

FEARNSIDE, EMMA, Park villas, Hounslow May 10. Vincent & Vincent, Budge row, Cannon st

FEY, ANNE, Holsworthy, Devon May 31. Lattey & Hart, Devonshire sq, Bishopsgate

FULLEE, GEORGE, Green lanes, Finsbury park, Esq June 14. Waller & Sons, Coleman st, Gault, Archibald, Marsham, nr Aysham, Norfolk, Clerk May 20. Ponsonby & Carlile, Oldham

GAWEN, JAMES, Lewisham hill, Blackheath, Gent May 2. Edell & Gordon, King st, Cheapside

GEENE, ANNA MARIA, Southwold rd, Upper Clapton May 2. Sedgwick & Sharman, Broadway, Stratford

GILL, JOHN, Rosendale, Lancs, Grocer May 14. Booth & Andrew, Ashton under Lyne

HANKIN, ELIZA, Farnham, Surrey May 31. Foster, Alderhot

HAWKINS, HENRY ANNESLEY, Topcliffe Vicarage, nr Thirsk, Yorks, Clerk in Holy Orders July 1. Richardson, Thirk

HAWORTH, HENRY, Bolton le Sands, Lancs, Clerk in Holy Orders June 30. Hulton & Co, Bolton

HAWORTH, JACOB, Clitheroe, Lancs, Grocer May 7. Lancaster, Clitheroe

HAYWARD, JOSEPHINE ELIZABETH, Coleraine rd, South Kensington May 18. Richardson & Sadler, Golden sq

HERBERT, GEORGE EDWARD, Upper Heanley Hall, Yorks, retired Lieutenant-Colonel May 31. Cross & Sons, Lancaster pl, Strand

HOOPER, MARY ANN, Liverpool rd, Islington May 11. Brothers, Victoria st, Westminster

JEFFREY, ALEXANDER NIVEN, Longridge rd, Earl's Court, Esq May 15. Morse & Simpson, Copthall bldgs, Throgmorton st

LAZARUS, HARRY MORZ, Manchester, Merchant June 10. Hewitt & Co, Manchester

LEWIS, WILLIAM JOHN, York, Theatrical Manager May 21. Wood, Leeds

LUND, HENRY, Seacombe, Cheshire, Licensed Victualler May 6. O'Hare, Liverpool

LUNN, ELIZA CHARLOTTE, St David, Exeter May 5. Gidley & Caunter, Exeter

LUNN, MARY ELLEN, Crediton, Devon May 5. Gidley & Caunter, Exeter

MANSTEAD, JOHN, Oxford grdns, North Kensington, Wine Merchant May 25. Blake & Heseltine, Serjeants' inn, Fleet st

MAUDSLAY, THOMAS HENRY, Knights hill, Lower Norwood, Esq May 25. Blake & Heseltine, Serjeants' inn, Fleet st

MCIVER, ALEXANDER, Richmond, Surrey May 30. Pritchard & Sons, Gracechurch st

MEACOCK, WILLIAM, Stalybridge, Grocer June 24. Innes, Stalybridge

MEAKIN, WILLIAM ALFRED, New st, Bishopsgate May 31. Macaulay & Bennett, Leicester

MICHELL, JOHN HENRY, Gerrans, Cornwall, Gent May 14. Coode & Co, St. Austell

MITCALFE, HENRY PERCY, Lound, Suffolk, Gent May 30. Chaton & Welchman, Lowestoft

MORGAN, REBECCA SHUTE, Berkeley sq, Bristol May 10. Kite, Taunton

MORGON, JAMES, Topsam, Devon, Carrier May 19. Friend & Beal, Exeter

MORISON, ELIZA ANN EVANS, Formby, Liverpool May 24. Walls & Co, Queen Victoria st

MORRIS, LUCRETIA MARY, Reading May 14. Burgoynes & Co, Oxford st

NORTH, THOMAS, Warwick terr, Kensington, retired Custodian of Weston super Mare Cemetery May 25. Hunt & Co, St Swithin's lane, and Romford and Grays, Essex

OLDMAN, HELEN, Gainsborough April 23. Fell & Armstrong, Queen Victoria st

PATTERSON, WILLIAM, Jewry st, Aldgate, Wine Merchant May 25. French, Crutched Friars

PEILE, JAMES KENYON, Adelaide rd, South Hampstead, Esq May 24. Bowlings & Co, Essex st, Strand

PESKETT, ZEBEDEE, Amgiering, Sussex, Ironmonger May 15. Blagden, Littlehampton

PHILLIPS, HENRY DOMINIC, Hampton Wick, Esq May 25. Collyer-Bristow & Co, Bedford row

PORT, FRANCIS POWERS, Burton on Trent, Gent May 10. Taylor, Burton on Trent

PORT, MARY ANN, Burton on Trent May 10. Taylor, Burton on Trent

READER, SARAH, Rushey Green, Kent May 31. Eldridge, Charterhouse sq

SCOTT, ANNE, Haverstock hill, Hampstead June 1. Arnould & Son, New st, Lincoln's inn

SHERWIN, SARAH, Hastings June 1. Merriman & Co, Austinfriars

SMITH, SAMUEL, Nottingham, Boot Manufacturer May 14. Burton & Briggs, Nottingham

SYKES, GEORGE, Batley, Yorks, Currier May 7. Ibbsone, Heckmondwike

WADSWORTH, JOHN BARNETT, Macclesfield May 16. Wadsworth, Macclesfield

WILLIAMSON, ELLEN, Droylsden, Lancs May 11. Clayton, Ashton under Lyne

WINCOTT, ROBERT, Ascott, Whichford, co Warwick, Gent June 1. Wright & Hassall, Lexington

WREN, RICHARD, Bristol, Mason May 28. Broad & Co, Bristol

London Gazette.—TUESDAY, April 19.

ALSO, MARY ANN, Uttoxeter, Staffs May 1. Cooper & Co, Uttoxeter

BAYNTON, WILLIAM, Ramsgate June 1. Girling, Furnival st, Holborn

BIECH, JAMES, Vicarage rd, Leyton, Commission Agent May 16. Vincent & Vincent, Budge row, and Leytonstone

CADDICK, FRANCIS, Handsworth, Staffs, Gent May 25. A. Caddick, New st, West Bromwich

CONEY, ROBERT, Southport, Gent May 1. Laycock & Co, Huddersfield

CROWE, MARY ANN, Heigham, Norwich May 17. Goodchild, Norwich

DUDLEY, JAMES, Woburn Sands, Bucks, Brick Manufacturer June 15. Mitchell, Bedf ord

FOX, MARMADUKE, Mirfield, Yorks, Esq June 2. Chadwick & Sons, Dewsbury

GLADWIN, CHARLES, Barnsley, Wheelwright Aug 1. Newman & Bond, Barnsley

HALES, RICHARD, Bath, Gent June 1. Wilton & Sons, Bath

HARRIS, JOHN, Pontypool, Mon, Tailor June 21. Bytheway & Son, Pontypool

HEARD, SOPHIA WALTER, Plymouth Apr 28. Bond & Co, Plymouth

HEATH, EBENEZER, Finsbury st, Leather Merchant June 30. Carter & Bell, Idol lane, Eastcheap

HOWARTH, WILLIAM, Longridge, Lancs, Clogger May 5. Fryer, Preston

HUNT, JOHN BURNELL, Bishop's Hull, Somerset, Gent May 28. Mills & Co, Brunswick pl, City rd

JOAD, WILLIAM BRUCKWITH, Ramsgate, Gent June 1. V & A Daniell, Ramsgate

LEE, BARNARD, Westbourne grove, Dentist May 23. Emanuel & Simmonds, Finsbury cir

LOCKER, THOMAS, Warrington, Wire Manufacturer May 16. Brown, Warrington

MARSH, ELIZA, Old Kent rd May 28. E W & R Oliver, Corbet court, Gracechurch st

METIVIER, AMELIA JANE, Hertford June 24. Bytheway & Son, Pontypool, Mon

RAY, JOHN, Twyford, co Southampton, Farmer May 24. Goater & Blatch, Southampton

RICHARDSON, BENJAMIN SHAKESPEAR, Hampton rd, Twickenham, Schoolmaster June 30. Hatchett, Manchester

SCHRODDE, ANTHONY, Sutherland-avenue, Maida Vale, Esq May 23. Emanuel & Simmonds, Finsbury circus

SMOUT, HENRY, Smethwick, Harborne, Staffs, Maltster June 1 Wright & Co, Oldbury, *Worcs*
SMOUT, HENRY OLIVER, Smethwick, Harborne, Gent June 1 Wright & Co, Oldbury
THELWALL, JOHN, Kingston upon Hull, Treasurer to the Corporation May 31 Leak & Co, Kingston upon Hull
TOLPUTT, ARTHUR, Darlinghurst, Sydney, Australia, Gent May 13 Knight & Co, Farnham, Surrey
WILKS, THOMAS, Maindee, Newport, Mon, Engineer June 1 Davis & Lloyd, Newport, Mon
WOOD, JOSEPH, Longton, Staffs, retired Grocer May 16 Day, Stoke upon Trent

London Gazette.—FRIDAY, April 22.

BOOTH, JOHN, Cheetham Fold, Werneth, co Chester, Farmer May 16 Bostock, Hyde
BRINSLEY, EDWIN, Warrington, Theatrical Proprietor May 26 Browne, Warrington
BURNINGHAM, THOMAS, Midhurst, Sussex, Clerk in Holy Orders May 23 Robins & Co, Southampton
CHADWICK, MARY, Walmersey, nr Bury June 1 Earle & Co, Manchester
COCKELL, MARY GEORGINA, Bath June 1 Cooke & Coker, Bath
COLLINGS, ELIZABETH, Bath May 17 Gill & Bush, Bath
CROSSLER, JOHN THOMAS, New sq, Lincoln's inn, Esq, Q.C. June 15 Davidson & Morris, Queen Victoria st
DAVENY, ARTHUR BRANTHWAITE, Milbrook rd, Brixton, Gent June 1 Vallance & Vallangs, Essex st, Strand
DAVY, EDMUND, Bellair, Madron, Cornwall, Gent May 19 Trythill & Bodilly, Penzance
D'EGVILLE, LOUIS HERVEY, Conduit st, Hanover sq May 31 Harris, Coleman st
EVANS, JOHN, Altycadno, Llangendevine, Farmer June 1 Browne, Carmarthen
FAULKES, JULIA, Barrowby, Lincoln June 1 Hebb, Lincoln
FILLINGHAM, ANN, Mirfield, Yorks May 31 Wilson, Mirfield
FLEMING, ALEXANDER, Knutsford, co Chester, Gent May 20 Sedgley & Co, Knutsford
FORNEREAU, THOMAS NEALE, Ipswich, Esq May 21 Pollard, Ipswich
GLANVILLE, MARY, Bath May 17 Gill & Bush, Bath
GUDBINS, HENRIETTA ANNE, Leamington Prior May 25 W & W C Hannay, Leamington
HARRISOS, MARTHA, Victoria ter, Leeds May 23 Scott, Leeds

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, April 22.

RECEIVING ORDERS.

AVERY, ROBERT, Aylesbury, Coal Merchant Aylesbury Pet Apr 20 Ord Apr 20
BARROW, JOHN PETER, Manchester, Silk Merchant Manchester Pet Apr 20 Ord Apr 20
BUCK, CHRISTIAN, Dawley, Salop, Innkeeper Madeley Pet Apr 20 Ord Apr 20
CARE, HENRY, York, Grocer York Pet Apr 20 Ord Apr 20
DAVIS, GEORGE H., late Coleman st, Solicitor High Court Pet Jan 6 Ord Apr 20
FRANK, JULIUS, Queen Victoria st, Auctioneer High Court Pet Apr 20 Ord Apr 20
GALLAGHER, EDWARD, Wolverhampton, Provision Merchant Wolverhampton Pet Apr 20 Ord Apr 20
GILES, GEORGE, Malmesbury rd, Bow, Commercial Clerk High Court Pet Apr 14 Ord Apr 14
GILL, JONATHAN, Skipton, Yorks, Boot Manufacturer Bradford Pet Apr 14 Ord Apr 20
GRAHAM, JOHN, Wigan, Draper Wigan Pet Apr 6 Ord Apr 20
HART, THOMAS, Lubenham, Leics, Butcher Leicester Pet Apr 20 Ord April 20
JOHNSON, SAMUEL, Wrinehill, nr Crewe, Draper Hanley, Burslem, and Tunstall Pet April 20 Ord April 20
LEWIN, MAURICE, Wilson st, Merchant High Court Pet April 20 Ord April 20
MEAD, JOHN HENRY, Derby st, Mayfair, Gent High Court Pet Mar 22 Ord April 20
MOORE, FREDERICK, & Co, late Cophall chmbs, Throgmorton st High Court Pet April 2 Ord April 20
NORRIS, STANLEY, Plas Nanty Glyn Nercwys, nr Mold, Flint, Gent Chester Pet April 9 Ord April 20
NUTTER, MARY, Colne, Lancs, Milliner Burnley Pet April 20 Ord April 20
PHILLIPS, HENRY MITCHELL, Seething lane, Corn Merchant High Court Pet April 30 Ord April 20
ROWSLANDS, ERNEST BOWEN, King's Bench walk, Temple, Barrister at Law High Court Pet Mar 30 Ord April 14
SCHNEIDER, HUGO, late Falcon avenue, Falcon sq, Shipper High Court Pet Mar 22 Ord April 14
STEUART, CLAUDE SCOTT, Nelson sq, Blackfriars, of no occupation High Court Pet Jan 8 Ord April 11
STROHfeldt, EMIL, Oxford rd, New North rd, Pianoforte Manufacturer High Court Pet Mar 29 Ord April 14
STRONG, GEORGE, Gloucester, Baker Gloucester Pet April 20 Ord April 20

FIRST MEETINGS.

ANDERSON, WILLIAM, Newcastle on Tyne, General Cartman May 2 at 11.30 Off Rec, Pink lane, Newcastle on Tyne
BOND, HENRY CHARLES, St John's, Sevenoaks, Kent, Liver Stable Keeper April 29 at 12.30 24, Railway app, London Bridge
BRAMLEY, GEORGE, Derby, Cabinet Maker April 29 at 12 Off Rec, St James's chmbs, Derby
CARE, HENRY, York, Grocer May 4 at 11.30 Off Rec, York
CLAY, FRANCIS, Burgh Castle, Suffolk, Cement Merchant April 30 at 1.30 Off Rec, 8, King st, Norwich
EVANS, ROBERT HORACE, Burgh Castle, Suffolk, Miller April 30 at 12.30 Off Rec, 8, King st, Norwich
FORSTER, THOMAS FREDERICK, Beaconsfield, Bucks, Licensed Victualler April 29 at 3 1, St Aldate's, Oxford
GARDNER, JOHN WESLEY, Portico, Printer May 5 at 12.30 146, Cheshire

HASLAN, WILLIAM JAMES, Kirkstall rd, Streatham hill, Gent May 31 Deacon & Co, 4, St Mary Axe, E.C.
HAY, ADMIRAL JAMES BECKFORD LEWIS, Tunbridge Wells May 31 Bennett & Co, Lincoln's inn
HERBELLE, WILLIAM, Wiesbaden, Germany, Gent June 16 Killick & Co, Bradford Hill, Edward Mortimer, Upper Hamilton ter, St John's Wood, Gent June 1 Bye & Eyre, Golden sq
HODGKISS, JANE, Prince's End, Tipton, Staffs May 9 Seedhouse, Bilton Hornagold, Henry, Norwich, Plumber May 23 Blyth, Norwich
JAMIESON, MARY, Ifley rd, Hammersmith May 13 Futyoy & Co, John st, Bedford row
KEARNSLEY, ELIZABETH JAMESON, Chorlton upon Medlock, Manchester June 7 Wiggleworth & Rogerson, Manchester
LEWIS, SARAH ANN, Rochester May 9 Prall & Son, Rochester
LINDSAY, RICHARD, Bardssea, Ulverston, Farm Bailiff May 23 Fawcett, Carnforth
MAPLES, ESTHER, Sutton on Trent, Notts July 13 Newbald & Co, Newark on Trent Park, HENRY, Prescot, Lancs, Tailor June 9 Banks & Co, Liverpool
PEAKE, CATHERINE, Lansdowne, nr Bath June 1 Saxton & Morgan, Somerset st, Portman square
PEARCE, JAMES LANGFORD, I W, Major General in H M's Indian Service (retired) May 31 Parker & Co, Cornhill
PIMM, WILLIAM HENRY, Gloucester, Painter May 31 Davis, Stroud
RANDALL, JOHN, Rochester, Merchant June 10 Winch, Chatham
REDFERN, JOSEPH, Castle Gresley, Builder May 23 J & W J Drewry, Burton on Trent
ROBERDES, REV JOHN, Battledown Tower, Charlton Kings, Glos May 20 J Sparks & Co, Crewkerne
SCOTT, EMMA, Southport May 21 Todd, Manchester
SHUTE, GAY, Croom's hill, Greenwich, Surgeon May 28 Lewis, Adelaide place, London Bridge
SKIPPER, FREDERICK ROBERT, Belton, Suffolk, Fisherman May 31 Johnson, Lowestoft
SOWTER, JOHN INGOLDBY, Haymarket, Saddle Maker May 31 Underwood & Co, Holles st, Cavendish sq
TAYLOR, GEORGE, Coventry May 23 Woodcock & Co, Coventry
VIVIAN, WILLIAM, St Agnes, Cornwall, Mine Manager May 21 Geach, St Agnes
WILLIAMS, MARGARET GRIFFITHS, Mabus Vach, Mathry, Pems June 1 Eaton-Evans & Williams, Haverfordwest
WILSON, MARY, Manchester rd, Sheffield June 30 Rodgers & Co, Sheffield

stead, Diamond Dealer High Court Pet Mar 24 Ord April 14

BUCK, CHRISTIAN, Dawley, Salop, Innkeeper Madeley Pet April 20 Ord April 20

CARR, HENRY, York, Grocer York Pet April 19 Ord April 20

CAVALIERO, FRANCIS, Swallow st, Piccadilly, Financial Agent High Court Pet Feb 28 Ord April 20

COHEN, JOSEPH WOLF, and **SIMON MOSS**, Raven row, Spitalfields, Cap Manufacturers High Court Pet Mar 17 Ord April 14

DAVIS, GEORGE, Coleman st, Solicitor High Court Pet Feb 2 Ord April 14

FORESTER, THOMAS FREDERICK, Beaconsfield, Bucks, Licensed Victualler Aylesbury Pet April 11 Ord April 20

GILES, GEORGE, Malmesbury rd, Bow, Commercial Clerk High Court Pet April 14 Ord April 14

HART, THOMAS, Lubenham, Leics, Butcher Leicester Pet April 20 Ord April 20

KELLY, HENRY J., late Holborn viaduct, Commission Agent High Court Pet Mar 19 Ord April 14

LYON, GEORGE, St John's Wood to r, M'rylebone, Baker High Court Pet Apr 13 Ord Apr 14

MCKENZIE, WILLIAM JOHN, Victoria st, Westminster, Civil Engineer High Court Pet J 21 Ord Apr 20

NUTTER, MARY, Colne, Lancs, Milliner Burnley Pet Apr 20 Ord April 20

PRING, JOHN LYDDON, and **JOHN EVANS ADAMS**, London wall, Woollen Merchants High Court Pet Mar 30 Ord Apr 14

SHERLEY, JAMES, Twickenham Common, Horse Dealer Brentford Pet Mar 15 Ord Apr 20

SMITH, HENRY WALTER, formerly Lower Richmond rd, Putney High Court Pet Feb 18 Ord Apr 14

STRONG, GEORGE, Gloucester, Baker Gloucester Pet Apr 16 Ord Apr 20

WATERS, JOHN CORNELIUS, New Bond st, Hosier High Court Pet Apr 11 Ord Apr 14

WEISER, HERBERT JOHN, and **HENRY JOHN MITCHELL**, late Bevis Marks, Wholesale Fancy Stationers High Court Pet Apr 5 Ord Apr 20

WHEELOCK, JULIA, Redcliffe sq, South Kensington, Operatic Singer High Court Pet Mar 23 Ord Apr 14

London Gazette.—TUESDAY, April 26.

RECEIVING ORDERS.

BESLEY, F J, Lower Thames st High Court Pet Jan 21 Ord April 21

BROWN, JOHN, Warwick rd, Sparkbrook, King's Norton, Worcs, Engineer Birmingham Pet April 21 Ord April 21

BURGES, LOUISA, Burleydam Farm, nr Audlem, Cheshire, Farmer Nantwich and Crewe Pet April 21 Ord April 21

BUTLER, WILLIAM CHARLES, late of Westbourne, Bournemouth, Coach Builder Poole Pet April 22 Ord April 22

CATTRELL, JOHN LEIGH, Liverpool, Commission Agent Liverpool Pet April 22 Ord April 22

CHAMBERS, CHARLES, Mill Hayes, nr Biddeford, Staffs Ironworks Stockholder Hanley, Burslem, and Tunstall Pet April 21 Ord April 21

COOKE, WILLIAM, Newport I W, Boat Dealer Newport Pet April 21 Ord April 21

DAVIE, JOSEPH, Barton on Humber, Tailor Gt Grimsby Pet Mar 29 Ord April 20

DEXTER, JOHN LEAKE, and **JOHN LANGSTON**, High Wycombe, Bucks, Engineers Aylesbury Pet April 9 Ord April 23

AJUDICATIONS.

BARR, J EWEN, Tokenhouse bldgs, Journalist High Court Pet Feb 3 Ord April 14

BECHMANN, NATHAN, Lambeth road, Belsize park, Hamp-

DOLMAN, GEORGE, Salisbury, Builder Salisbury Pet April 22 Ord April 22

FAULKNER, HARRY, Crewe, late Assistant Salesman Crews Pet April 20 Ord April 20

FOSTER, STEPHEN, Guisborough, Yorks, Grocer Stockton on Tees and Middlesbrough Pet April 20 Ord April 20

FOSTER, JOHN SIMON, Aston Cantlow, Warwickshire, recently Miller, Warwick Pet April 22 Ord April 22

FURBER, F G F, Leicester, Traveller Leicester Pet April 2 Ord April 21

GARRETT, JAMES, late Hackney rd High Court Pet April 11 Ord April 23

GIBSON, JAMES, Rochdale, Joiner Oldham Pet April 20 Ord April 20

GRIMES, ALFRED ELLIS, Gt Coram st, Bloomsbury, Builder High Court Pet April 22 Ord April 22

HALL, GEORGE HALL, Holbord circus, Solicitor High Court Pet April 4 Ord April 22

HUCKER, THOMAS WILLIAM, Walsall, Currier Walsall Pet April 21 Ord April 22

INKPEN, WILLIAM, and WALTER INKPEN, Sturminster Newton, Dorset, Builders Dorchester Pet April 23 Ord April 23

JONES, DAVID REES, Aberystwyth, Cardiganshire, Grocer Aberystwyth Pet April 20 Ord April 20

LATH, HENRY, Gt Grimsby, Fruiterer Gt Grimsby Pet April 23 Ord April 23

LEWIS, ROBERT FISHER, Market Drayton, Salop, Draper Nantwich and Crewe Pet April 23 Ord April 23

LLEWELLYN, WILLIAM GEORGE, Pembroke Dock, Licensed Victualler Pembroke Dock Pet April 22 Ord April 22

MARTIN, CALER, Gosport, Grocer Portsmouth Pet April 20 Ord April 20

MATTHEWS, HENRY ARNOLD, Wick and Abson, Glos, Farmer Bristol Pet April 21 Ord April 21

NEWBOLD, JOHN, Bromsgrove, Wors, Coal Merchant Worcester Pet April 20 Ord April 20

RAINFORD, JOSEPH, Preston, Provision Dealer Preston Pet March 26 Ord April 22

RALLS, WILLIAM JAMES, Bridgwater, Dairymen Bridgewater Pet April 23 Ord April 23

REVELL, WILLIAM GEORGE, Saltisford, Warwick, Grocer Warwick Pet April 22 Ord April 22

RODLIFF, RICHARD, St Dennis, Cornwall, Shopkeeper Truro Pet April 12 Ord April 23

ROLL, WALTER, Soho st, Engraver High Court Pet Jan 7 Ord April 21

ROOK, HENRY, Newport, Lincoln, Grocer Lincoln Pet April 6 Ord April 21

ROSE, HUGH, late Cornwall gardener, Kensington High Court Pet Mar 18 Ord April 21

SCANLAN, DAVID, Ossett, Yorks, Grocer Dewsbury Pet April 21 Ord April 21

STEVENS, ANDREW LEAH, Treverva, Budock, Cornwall, Grocer Truro Pet April 21 Ord April 21

TARRANT, MILO, Chesham, Bucks, Boot Manufacturer Aylesbury Pet April 12 Ord April 22

THOMPSON, WILLIAM, Lincoln, Builder Lincoln Pet Mar 26 Ord April 20

TURNER, DANIEL, Darlaston green, Darlaston, Staffs, Timber Merchant Walsall Pet April 20 Ord April 20

TURNER, WILSON, Burnley, Beamer in a Cotton Mill Burnley Pet April 21 Ord April 21

UNDERWOOD, HENRY, Kingston, Hants, Warehouseman Portsmouth Pet April 21 Ord April 21

WALKER, OWEN, Over, Winsford, Cheshire, Coal Dealer Nantwich and Crewe Pet April 20 Ord April 20

WARD, HENRY, Barrow on Soar, Leics, Publican Leicester Pet Apr 23 Ord April 23

WATSON, RICHARD LAW, Hensall, nr Snaith, Yorks, Maltster Wakefield Pet Apr 23 Ord Apr 23

WILLIAMS, FREDERICK GEORGE, Denton, Lancs, Electrical Engineer Ashton under Lyne and Stalybridge Pet Apr 12 Ord April 12

WRAIGHT, JOSEPH, Herne Hill, Kent, Grocer Canterbury Pet Apr 22 Ord April 22

The following amended notice is substituted for that published in the London Gazette, Mar 3:-

SQUIRE, HENRY, Handsworth, Staffs, Iron Merchant Birmingham Pet Feb 6 Ord Feb 26

The following amended notice is substituted for that published in the London Gazette, April 19:-

BRAGO, WILLIAM EDWARD, Witton, Warwickshire, Farmer Birmingham Pet Mar 20 Ord April 13

The following amended notice is substituted for that published in the London Gazette of April 22:-

GALLAGHER, EDWARD, Wolverhampton, Greengrocer Wolverhampton Pet Apr 20 Ord April 20

FIRST MEETINGS.

BAILLIE, ROBERT, London yard, Poplar, Shipbuilder May 3 at 12 Bankruptcy bldgs, Carey st

BAKER, SAMUEL, Oldbury, Wors, Miner May 5 at 10.30 County Court, West Bromwich

BALDERSON, WILLIAM, Ampleforth, Yorks, Grocer May 9 at 12 Court house, Northallerton

BARR, BENJAMIN, St Helens, Furniture Dealer May 12 at 3 Off Rec, 35 Victoria st, Liverpool

BATTEN, WILLIAM ELIAZOR, Reading, Tobacconist May 3 at 3 Off Rec, 95 Temple chmrs, Temple avenue

BEARD, JOHN THOMAS, Birmingham, Insurance Agent May 6 at 11, 25 Colmore row, Birmingham

BENNETT, RICHARD AMER, Birmingham, Hardware Factor May 4 at 19, 25, Colmore row, Birmingham

BELEY, F J, Lower Thames st May 3 at 11 Bankruptcy bldgs, Carey st

BONNETT, MARY ANN, Hornchurch, Essex, Grocer May 3 at 12 Off Rec, 95 Temple chmrs, Temple avenue

BUCK, CHRISTIAN, Dowlas, Salop, Innkeeper May 4 at 3 County Court Office, Mold

CHURCHMAN, J. B., Charterhouse st, Provision Merchant May 6 at 12 Bankruptcy bldgs, Carey st

COOKE, MOSES WILLIAM SAMUEL, Stedham, Sussex, Timber Merchant Brighton Pet Mar 24 Ord April 20

CRANE, THOMAS, Brighton, Hosier Brighton Pet April 1 Ord April 23

DOLMAN, GEORGE, Salisbury, Builder Salisbury Pet April 22 Ord April 22

CROSSLERY, JOSEPH, Hunslet, Leeds, Manure Merchant May 4 at 11 Off Rec, 22 Park row, Leeds

DANIELS, WILLIAM, Coatham, Redcar, Yorks, High Bailiff of County Court of Durham May 4 at 3 Off Rec, Albert rd, Middlesbrough

DAVIS, CHARLES, HENRY DAVIS, and ALFRED DAVIS, New Zealand avenue, Barbican, Carrion May 3 at 2.30 Bankruptcy bldgs, Carey st

DAVIS, GEORGE, H., late Coleman st, Solicitor May 5 at 1 Bankruptcy bldgs, Carey st

DAVIS, STRANGE, & BARKER, King William st, Strand May 6 at 2.30 Bankruptcy bldgs, Carey st

EVANS, JANE, Bangor, Milliner May 4 at 12 Railway Hotel, Bangor

EXLEY, JOHN, Wadsley bldgs, Ecclesfield, Yorks, Mason May 4 at 3 Off Rec, Figtree in Sheffield

FORTH, JAMES FREDERICK, Nottingham, Lace Agent May 3 at 11 Off Rec, St Peter's Church walk, Nottingham

GEORGE, FRANK WILLIAM, Gt Grimsby, Grocer May 4 at 3 Off Rec, 15 Osborne st, Gt Grimsby

GILES, GEORGE, Malmesbury rd, Bow, Commercial Clerk May 4 at 2.30 Bankruptcy bldgs, Carey st

GILL, JONATHAN, Skipton, Yorks, Boot Manufacturer May 4 at 11 Off Rec, 31, Manor row, Bradford

GRAHAM, JOHN, Wigan, Draper Wigan Pet April 5 Ord April 22

GRIMES, ALFRED ELLIS, Gt Coram st, Bloomsbury, Builder High Court Pet April 22 Ord April 22

HONCK, JOHN HOLMER, Mount View rd, Hornsey High Court Pet March 17 Ord April 22

HORSEY, HUBERT, Bourne Valley, Dorset, Horticultural Builder Poole Pet April 9 Ord April 23

INKPEN, WILLIAM, and WALTER INKPEN, Sturminster Newton, Dorset, Builders Dorchester Pet April 22 Ord April 23

JONES, DAVID REES, Aberystwyth, Cardiganshire, Grocer Aberystwyth Pet April 20 Ord April 20

KEMPF, ADOLPH, Gt Tower st, High Court Pet June 12, 1891 Ord April 13

KILLARD, THOMAS GEORGE, Brynhyfryd, Swansea, Ironmonger Swanses Pet April 8 Ord April 22

LATH, HENRY, Gt Grimsby, Fruiterer Gt Grimsby Pet April 23 Ord April 23

LEWIN, MAURICE, Wilson st, Merchant High Court Pet April 20 Ord April 20

LLEWELLYN, WILLIAM GEORGE, Pembroke Dock, Licensed Victualler Pembroke Dock Pet April 22 Ord April 22

LLOYD, MARIA, Pembroke Dock, Ironmonger Pembroke Dock Pet April 12 Ord April 21

MARTIN, CALER, Gosport, Grocer Portsmouth Pet April 19 Ord April 20

MATTHEWS, HENRY ARNOLD, Wick and Abson, Glos, Farmer Bristol Pet April 21 Ord April 22

MILBURN, TOM, Stalybridge, Lancs, Gent Stalybridge Pet Sept 7 Ord April 20

MOORTON, THOMAS, Eastbourne, Furniture Dealer Eastbourne Pet March 29 Ord April 21

NARRAMORE, EDWARD JAMES, Exeter, Draper Exeter Pet April 9 Ord April 21

NEARING, MICHAEL, East st, Walworth, Licensed Victualler High Court Pet March 7 Ord April 21

NEWBOLD, JOHN, Bromsgrove, Wors, Coal Merchant Worcester Pet April 20 Ord April 20

PALMER, WILLIAM, Wardrobe chmrs, Doctors' Commons, Gent High Court Pet Feb 18 Ord April 21

PARK, JOHN, the younger, Hanley, Hosier Hanley Pet March 24 Ord April 21

PHILLIPS, HENRY MITCHELL, Seething lane, Corn Merchant High Court Pet April 20 Ord April 20

RAINFORD, JOSEPH, Preston, Provision Dealer Preston Pet March 26 Ord April 23

RALLS, WILLIAM JAMES, Bridgwater, Dairymen Bridgewater Pet April 23 Ord April 23

RODLIFF, RICHARD, St Dennis, Cornwall, Shopkeeper Truro Pet April 12 Ord April 23

ROLL, WALTER, Soho st, Engraver High Court Pet Jan 7 Ord April 22

RUTTY, JOHN C., Bloemfontein rd, Shepherd's Bush High Court Pet Feb 9 Ord April 14

SQUIRE, HENRY, Handsworth, Staffs, Iron Merchant Birmingham Pet Feb 6 Ord March 26

SWEENEY, ANDREW LEAH, Treverva, Budock, Cornwall, Grocer Truro Pet April 21 Ord April 21

TAUCHERT, EDWARD, Bush lane, High Court Pet March 16 Ord April 22

TURNER, WILSON, Burnley, Beamer in a Cotton Mill Burnley Pet April 21 Ord April 21

UNDERWOOD, HENRY, Kingston, Hants, Warehouseman Portsmouth Pet April 21 Ord April 21

WALKER, OWEN, Over, Winsford, Cheshire, Coal Dealer Nantwich and Crewe Pet April 20 Pet April 20

WARD, HENRY, Barrow on Soar, Leics, Publican Leicester Pet April 23 Pet April 23

WATSON, RICHARD LAW, Hensall, nr Snaith, Yorks, Maltster Wakefield Pet April 22 Pet April 22

WEEDY, ROBERT, and WILLIAM JOHN WEEDY, Warkworth, Northumberland, Builders Newcastle on Tyne Pet April 13 Pet April 20

WILLIAMS, FREDERICK GEORGE, Denton, Lancs, Electrical Engineer Ashton under Lyne and Stalybridge Pet April 12 Pet April 21

WRAIGHT, JOSEPH, Herne Hill, Kent, Grocer Canterbury Pet April 16 Pet April 22

SALES OF ENSUING WEEK.

May 3.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, E.C., at 2 o'clock, Leasehold Ground-rents (see advertisement, April 23, p. 434).

May 4.—Messrs. DENT & DALLAS, at the Mart, E.C., at 1 o'clock, Freehold and Leasehold Properties (see advertisement, this week, p. 4).

May 5.—Messrs. THOMPSON, RIPPON, & CO., at the Rougemont Hotel, Exeter, at 3.30 o'clock, Properties (see advertisement, April 16, p. 490).

May 6.—Messrs. BAKER & SON, at the Mart, E.C., at 2 o'clock, Freehold and Leasehold Investments (see advertisement, this week, p. 4).

M. R. UTTLEY, Solicitor, continues to rapidly and successfully PREPARE CANDIDATES orally and by post, for the SOLICITORS' and BAR PRELIMINARY, INTERMEDIATE, and FINAL, and LL.B. Examinations. Terms from 21 ls. per month. MANY PUPILS HAVE TAKEN HONOURS.—For further particulars, and copies of "Hints on Stephen's Commentaries" and "Hints on Criminal Law," *Brasenose-street, Albert-square, Manchester.*

April 30, 1892.

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